

Municipality of Township of Blandford-BlenheimBY-LAW No. 1251-99

WHEREAS the Council of the Corporation deems it necessary to borrow the sum of \_\_\_\_\_  
One Million-----XX dollars  
 100

to meet, until the taxes are collected, the current expenditures of the Corporation for the year;

AND WHEREAS the total of amounts previously borrowed under Section 187 of the Municipal Act that  
 have not been repaid are NIL  
 \_\_\_\_\_ dollars.

AND WHEREAS the amount of the estimated revenues of the Corporation as set out in the estimates  
 adopted for the current year and not yet collected (or, if the same have not yet been adopted, the amount of the  
 estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year) \_\_\_\_\_  
Seven Million, Seven Hundred and Fifty-Two Thousand,  
 is Nine Hundred and Twenty-----XX dollars;  
 100

AND WHEREAS the amount to be borrowed under this by law and the amounts of borrowings that have  
 not been repaid does not in the aggregate exceed 70% of the uncollected balance of the estimated revenues of  
 the Corporation as set out above.

BE IT THEREFORE ENACTED by the said Council as follows:

(1) The Head and the Treasurer of the Corporation are hereby authorized on behalf of the Corporation to  
 borrow from time to time, by way of promissory note, from Bank of Montreal, a sum or sums not exceeding in  
 the aggregate One Million-----XX dollars  
 100  
 to meet, until the taxes are collected, the current expenditures of the Corporation for the year, including the  
 amounts required for the purposes mentioned in subsection (1) of the said Section 187, and to give, on behalf  
 of the Corporation, to the Bank a promissory note or notes, sealed with the corporate seal and signed by them  
 for the moneys so borrowed with interest at a rate not exceeding \_\_\_\_\_ per centum per annum, which  
 may be paid in advance or otherwise.

(2) All sums borrowed from the said Bank, for any or all of the purposes mentioned in the said Section  
 187 shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current  
 year and for all preceding years, as and when such revenues are received.

(3) The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed pursuant to the authority of this By-law, as well as all the other sums borrowed in this year and any previous years, from the said Bank for any or all of the purposes mentioned in the said Section 187, together with interest thereon, all of the moneys hereafter collected or received on account or realized in respect of the taxes levied for the current year and preceding years and all of the moneys collected or received from any other source, which may lawfully be applied for such purpose.

Passed this 6th day of January 1999

  
(The Head of the Corporation)  
  
Clerk.

CORPORATE  
SEAL

I hereby certify that the foregoing is a true copy of By-law No. 1251-99 of The Corporation  
Blandford-  
of the Township of Blenheim in the Province of Ontario,  
duly passed at a meeting of the Council of the said Corporation duly held, and that the said By-law is in full force  
and effect.

Dated this 7th day of January 1999

As witness the Seal of  
the Corporation.

Clerk.

CORPORATE  
SEAL

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1252-99

A By-Law to amend Zoning By-Law Number 466-82, as amended.


WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 466-82 as amended, is hereby amended by changing to RR the zone symbol of the lands so designated RR on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 6th day of January 1999.

READ a third time and finally passed this 6th day of January 1999.

  
Donald S. Woolcott  
Mayor

(SEAL)

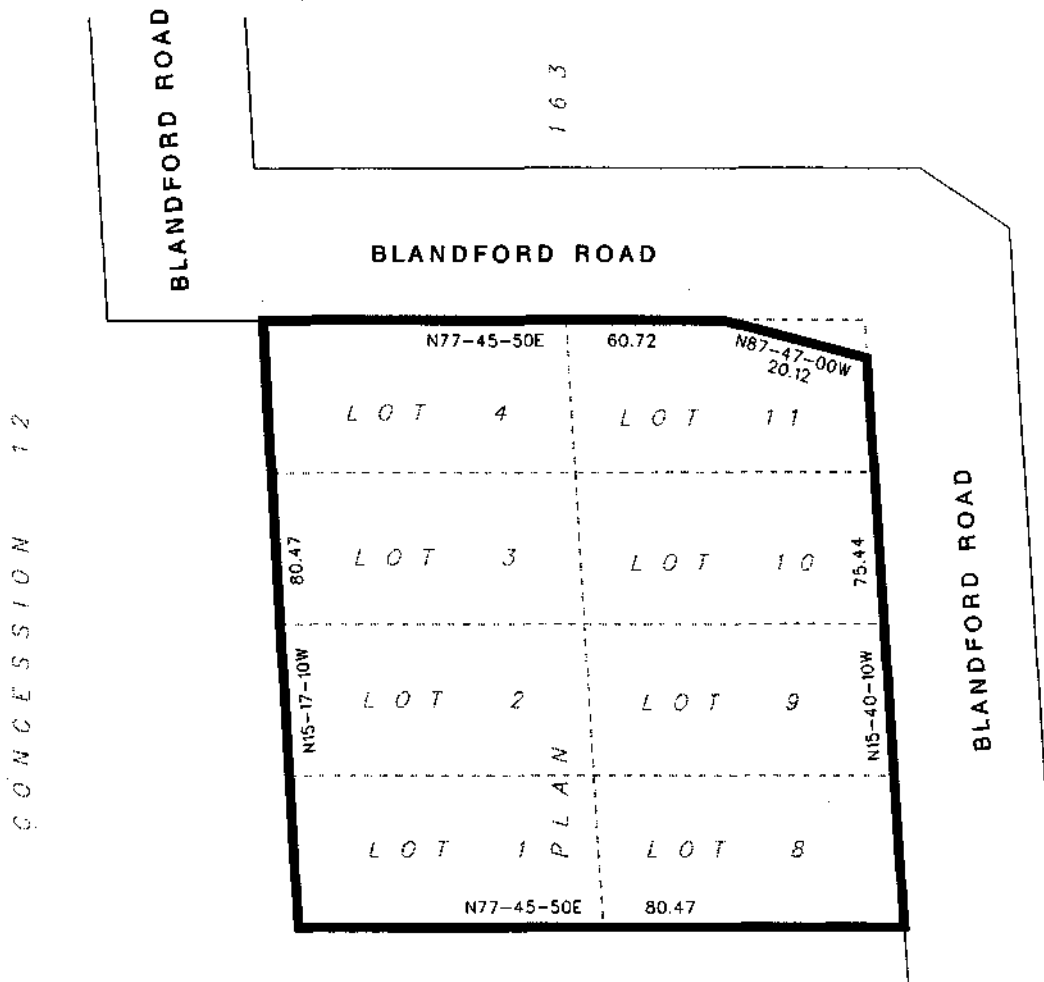
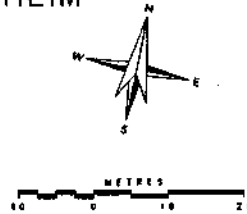
  
Keith Reibling  
Clerk

# SCHEDULE "A"

TO BY-LAW No. **1252-99**

LOTS 1-4, 8-10 AND PART LOT 11, PLAN 163 (BLANDFORD)


TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW No. **1252-99**, PASSED

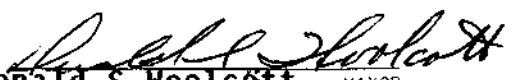
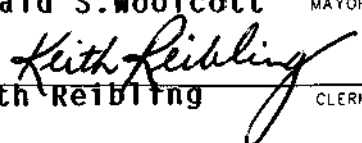
THE **6th** DAY OF **January**, 1999

 AREA OF ZONE CHANGE TO RR

NOTE: ALL DIMENSIONS IN METRES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

  
Donald S. Woolcott MAYOR  
  
Keith Reibling CLERK

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1252-99

EXPLANATORY NOTE

The purpose of By-Law Number 1252-99 is to rezone property located on the west side of Blandford Road, between Township Road 13 and Township Road 12, comprising Lots 1 to 4, 8 to 10 and Part Lot 11 on Registered Plan 163 (Blandford), in the Township of Blandford-Blenheim from Residential Existing Lot (RE) to Rural Residential (RR) to permit the residential use of the severed and retained lots. The zone change will implement a condition of approval for consent application #B-88/98 imposed by the County of Oxford Land Division Committee. The subject property is currently owned by Clayton and Marilyn Stere.

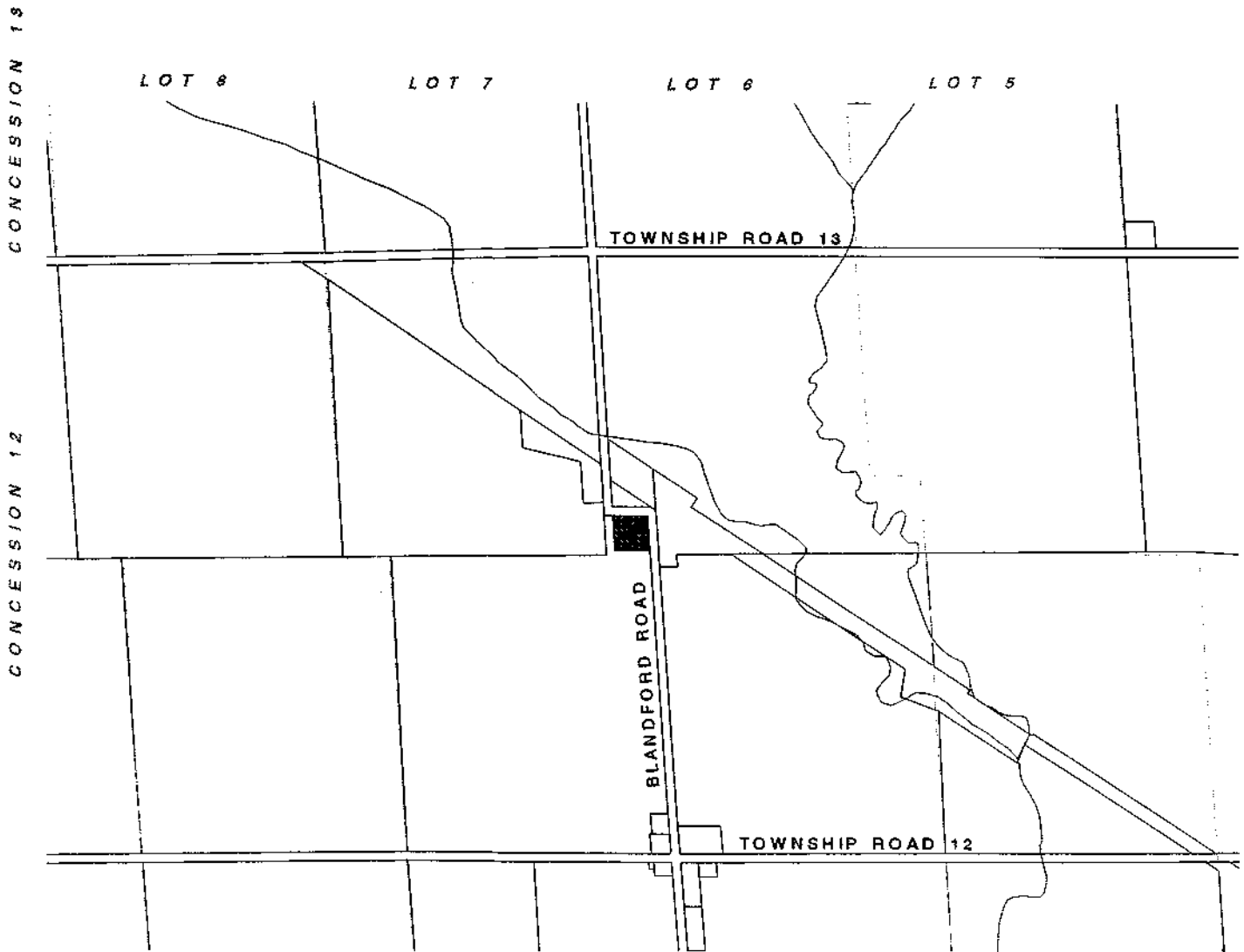
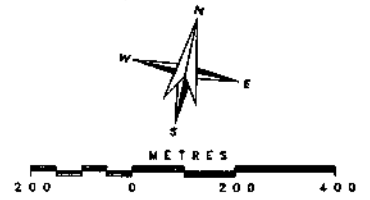
The Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1252-99. The public hearing was held on January 6, 1999.


Any person wishing further information relative to Zoning By-Law Number 1252-99 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



 LANDS TO WHICH BYLAW 1252-99 APPLIES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1253-99

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and Van Wees Roses Inc.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding Applications Number B-111/93 and B-98/97 has granted two (2) severances subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lots.

**AND WHEREAS** Township Council deems it desirable to enter into an Agreement with the developer to effect proper development of Two (2) residential lots, being composed of Part of Lot 12, Concession 1 (former Blenheim), more particularly described as Parts 2 and 3 on Reference Plan 41R-6323.

**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated December 30<sup>th</sup>, 1998, for developing lands, being composed of Part of Lot 12, Concession 1 (former Blenheim), more particularly described as Parts 2 and 3 on Reference Plan 41R-6323, between Van Wees Roses Inc. and the Corporation of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 6th day of January, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 6th day of January, 1999.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk/Administrator

FOR OFFICE USE ONLY

Number  
**428895**  
CERTIFICATE OF REGISTRATION  
REGISTERED

1999 0107

at 10138  
Land Registry  
Office No. 41  
*Mykelman*  
Land Registrar

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☒ Land Titles ☐ (2) Page 1 of 15 pages

(3) Property Identifier(s) Block Part of 00292 Property 0157

Additional:  
See  
Schedule ☐

(4) Nature of Document  
Consent Agreement Registered pursuant to Sections 51(6) and 53(2) of the Planning Act, R.S.O. 1990.

(5) Consideration

-----nil----- Dollars \$

(6) Description  
In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lot 12, Concession 1 (Blenheim); described as PARTS 2 and 3 on Reference Plan 41R-6323.

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐

(b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

(8) This Document provides as follows:

See Attached Consent Agreement.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)  
Deed Number 229871

(10) Party(ies) (Set out Status or Interest)  
Name(s)

Signature(s)

Date of Signature  
Y M D

THE CORPORATION OF THE TOWNSHIP  
OF BLANDFORD-BLENHEIM (the "Township")  
by its Clerk-Administrator Keith Reidling 1998 01 06  
*Keith Reidling*

(11) Address  
for Service 47 Wilmot Street South, DRUMBO, Ontario.

(12) Party(ies) (Set out Status or Interest)  
Name(s)

Signature(s)

Date of Signature  
Y M D

VAN WEES ROSES INC.

(13) Address  
for Service R.R.#1, PRINCETON, Ontario. NOJ 1V0

(14) Municipal Address of Property  
n/a

(15) Document Prepared by:  
Keith Reidling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
P.O. Box 100, 47 Wilmot St.  
DRUMBO, Ontario.

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

30.00

Total



**CONSENT AGREEMENT**

**VAN WEES ROSES INC.**

**PART OF LOT 12, CONCESSION 1,**

**TOWNSHIP OF BLANDFORD-BLENHEIM  
(Formerly Township of Blenheim)**

THIS AGREEMENT made on the 30th day of December, 1998

BETWEEN:

VAN WEES ROSES INC.

Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM

Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of consents to sever with respect to the said lands that will create two new building lots along the north side of County Road 32 (formerly Highway No. 2), east of Main Street (County Road 3) in the Village of Princeton, hereinafter called the new building lots;

AND WHEREAS the County of Oxford Land Division Committee (Application Numbers B-98/97 and B-111/97) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated January 8, 1998, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

1. GENERAL

1.1 Deposit

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) per new building lot created in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township.

The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) per new building lot is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owners of the new building lots created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

1.2 All work to conform to approved plan

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan required by, and in accordance with the sections of, this agreement. All approved plans are to be initialed by the Township Engineer.

1.3 Construction Within County Right-of-Way

Work done within the road right-of-way by either the owner or lot purchaser shall be done to the County of Brant's satisfaction.

1.4 Owner to notify lot purchaser of his obligations

The Owner agrees to notify each lot purchaser of his obligations of construction re the new building lots in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the lot purchaser is required to comply with all applicable sections of this agreement.

1.5 Owner to employ Engineer for design

The Owner or Lot purchasers shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lots showing the grading and drainage, the driveway and boulevard work, the location of the well and the location of the septic tile bed and 100% reserve area. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plans, specifications, work, etc. of this Engineer.

1.6 Other Work

If at any time during the construction for the new building lots it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

1.7 Liability

Until the Council of the Township shall have accepted all the work with respect to the new building lots, as evidenced by the Engineer's Certificate of Lot Grading of Section 15, the Owner and/or the Lot Purchasers of the new lots agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchasers undertaking this development, or from any part or omission by the Owner or Lot Purchasers, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

1.8 Intent

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

1.9 Existing Facilities

At the time of the preparation of this agreement the lots to be severed were being used as a fenced pasture for deer, and one lot contained a manmade pond.

The owner hereby agrees to notify any purchaser of the existence of such features if still in place and what action is required by this agreement which is as follows:

- a) Remove existing chain link fences or relocate to property line
- b) Fill in west side of pond so that it is completely within the limits of the severed lot or fill in pond completely
- c) Relocate the overflow outlet pipe so that the outlet pipe is totally within the lot which contains the pond

2. DRAINAGE ACT MATTERS

2.1 Engineer's Report on New Drain Construction

The Owner agrees to sign a petition under Section 4 of the Drainage Act at the time of signing this agreement to have the drainage works as required by the approved plan and constructed by this development incorporated as part of the Barker Drain and further agrees to pay for the cost of the above report. The report so submitted shall contain revised Schedules of Assessment for Maintenance of the applicable portions of the Barker Drain.

2.2 Construction of Branch Drain

The owner may construct a drain in accordance with an engineer's plan from the rear of the severed lots to provide a private drain connection for the lots, an outlet for surface runoff and a pond overflow to outlet to Branch A of the Barker Drain as shown on the approved plans. The cost of this extension shall be totally at the cost of the owner

2.3 Advising Lot Purchasers of Obligations Relating to the Drainage Act

The Owner agrees to notify the lot purchaser(s) of its obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act.

3. OTHER DRAINAGE MATTERS

3.1 Grading of Lot (To Provide Proper Drainage)

The Owner agrees to grade the new building lots as shown on the approved plan, and/or to notify the lot purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lots as per the approved plan.

4. DRIVEWAY

4.1 General

The Owner agrees to notify each lot purchaser of his obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall be in accordance with Ontario Provincial Standard Drawing OPSD301.02 and shall consist of a hard surface such as concrete, asphalt or paving stones.

4.2 Permits

The Owner shall advise each lot purchaser that it is his responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

4.3 Specifications

The driveways and culverts shall be constructed in accordance with the requirements of Schedule C.

**5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES****5.1 General**

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lots. Connections from the main lines of the services into the lots will be the responsibility of the lot purchaser.

**6. STREET LIGHTING****6.1 Paying into Reserve Account**

The Owner agrees to pay the sum of \$100 for each building lot to the Township which sum shall be deposited in the Township's Reserve Account for Street Lighting. This sum shall be payable prior to the stamping of the deeds.

**6.2 Level of Service**

The Township agrees to ensure that street lighting exists in the area of the lot comparable in appearance, spacing, location and intensity to existing lighting in the area except as provided differently by the Special Provisions.

**7. PARKLAND FEES****7.1 Paying into Township's Reserve Account**

The Owner agrees to pay for each new building lot created, a sum of Seven Hundred Dollars (\$700) as a deposit for cash in lieu of parkland which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deeds.

**8. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS**

The Township or County may hold the Owner or any lot purchaser liable for any damages to an existing road that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any curb, any utility, any sign and any other works in the boulevards.

**9. BOULEVARDS**

Upon completion of all work on the lots and in the road allowances, to a degree as required by the Township or County, the affected boulevard area shall be regraded, topsoiled and seeded. Schedule C may provide details of the work required by the lot purchaser in the boulevard.

**10 WATER SUPPLY****10.1 General**

Individual or private water supply will be the responsibility of the Owner or each Lot Purchaser.

Each well shall be constructed in accordance with Oxford County Board of Health and MOE guidelines and policies.

Although the Township is unaware of any problems with the ground water or existing wells in the area, the owner or lot purchaser is advised to ensure the availability of a potable water supply prior to any construction.

11. SEWAGE DISPOSAL

11.1 General

Individual or private septic systems will be the responsibility of the Owner or each Lot Purchaser.

The septic system shall be constructed in accordance with Oxford County Board of Health and MOE guidelines & policies.

11.2 Timing

No building permit will be issued unless the applicant has the required Certificate of Approval from the Health Unit at the time of applying for the building permit.

12. CONSTRUCTION ON THE LOT

12.1 Work to be in Accordance with Approved Plan

All work on the new building lots created must be in accordance with the approved plan as defined in Section 1.2.

12.2 Lot Purchaser's Obligation to Revise Approved Plan

The Owner agrees to prepare or to advise each lot purchaser of their obligation to prepare a site specific plan showing how the approved plan will be implemented on each lot. The site specific plan shall provide that driveways and private septic systems shall generally be in the same locations as shown on the approved plan. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The lot purchaser is responsible for implementing the site specific plan once approved.

12.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits

The site specific plan required by Section 12.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

12.4 Deposits, Certificates of Lot Grading

These matters shall be attended to in accordance with Section 16 hereto.

12.5 Timing

Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.

12.6 Changes

All work on the lots is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

12.7 Ultimate Responsibility

All security monies provided by the Owner or any lot purchaser pursuant to Sections 1.1 and 16.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lots. The Owner shall notify the lot purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lots, these securities will be released to the current owners of the building lot.

13. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES

13.1 Review of Plans, Assistance in Finalizing the Consent Agreement

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicing to finalize this Consent Agreement and to participate in, review and/or approve any construction.

13.2 Inspection of Construction by Township Engineer

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchaser forthwith upon demand by the Township.

13.3 Township Legal and Engineer's Costs

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any lot purchaser under Section 15 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

13.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser

These services of the Township Engineer will be separate from the above and are covered in Section 16 hereto.

14. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED

Prior to the Township's stamping of the deed(s) for any new building lots created, the Owner shall:

1. Have completed the approved plan as required by Section 1.2.
2. Have signed the drainage petition as required by Section 2.1
3. Have paid the sum for street lighting as required by Section 6.
4. Have paid the sum for parkland fees as required by Section 7.
5. Have paid all outstanding accounts of the Township, including those required by Section 13.3.
6. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 18.
7. Have executed this agreement with the Township.

15. BUILDING PERMITS

15.1 Building Permit Format

Prior to applying for a building permit, the revised plan as required by Section 12.2 must be approved. A building permit format shall be used whereby the Owner or Lot Purchaser shall not receive permission to frame until the foundation has been certified. The Owner or Lot Purchaser shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

**15.2 Development Charges**

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

**15.3 Other Matters to be Attended to Prior to Issuance of a Building Permit**

- a) Obtain certificate of approval from Health Unit for the private septic systems.
- b) Provide security deposit for lot grading and driveway construction.
- c) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
- d) Obtain the entrance permit from the applicable authority.

**16. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS****16.1 Amount of Security**

To ensure that the Owner, each lot purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500, cash or certified cheque for each lot, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with revised plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the roads are attended to and if all other matters required by this agreement are attended to.

**16.2 Owner of Security**

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

**16.3 Security to be Drawn on if Default**

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

**16.4 Township Engineer's Costs**

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be \$250.00 for each lot. Multiple trips or revisions to plan may increase these fees.

**16.5 Release of Security**

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

**16.6 Completion of Lot Grading**

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself enter upon the lot and complete the lot grading at the expense of the security deposit.

**16.7 Definition**

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved site plan, sod has been placed or there is an established growth from seeding.

17. **DEFAULT**

In addition to any other remedy which the Township may have against the Owner or any Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of Section 326 of the Municipal Act, RSO 1990, as amended.

18. **REGISTRATION OF THIS AGREEMENT**

18.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.

18.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

19. **EASEMENTS, BLOCKS**  
None are required.

20. **MISCELLANEOUS**

20.1 **Agreement to Enure**

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, each lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the applicable lot and with respect to finishing of driveways and boulevards.

20.2 **Variations**

All work is to be in accordance with the approved plan and in accordance with the site specific plans to be prepared for each property subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.



21. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Keith Reibling

OWNER

Peter Van Wees

Per Van Wees Roses Inc.  
I have the authority to bind  
the Corporation  
Peter Van Wees

Per

THE CORPORATION OF THE TOWNSHIP  
OF BLANDFORD-BLENHEIM

(SEAL)

Donald S. Woolcott  
Mayor, Donald S. Woolcott

Keith Reibling  
Clerk, Keith Reibling

SCHEDULE "A"

Agreement Dated the 30th of December, 1998.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of Part of Lot 12, Concession 1 and more particularly described as Parts 2 and 3 on Reference Plan 41R-6323.

SCHEDULE "B"

CONSENT CONDITIONS

In the case of an Application for Consent as made under Section 53 of the Planning Act, R.S.O. 1990, as amended, as it affects the property located on the:

north side of County Road 2 (formerly Highway No. 2), east of Main Street (County Road 3) in the Village of Princeton

Part Lot 12, Concession 1, Township of Blandford-Blenheim, formerly Blenheim

CONDITIONS:

1. *The lot to be severed and the lot to be retained be appropriately re-zoned.*
2. *The applicant enter into a Severance Agreement with the Township of Blandford-Blenheim, for the development of the lot to be severed to include storm water management, lot grading, sidewalks, street lighting, and drainage assessment re-apportionment.*
3. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise have been complied with.*
4. *All stated conditions must be satisfied pursuant to Subsection 20, of Section 53 of the Planning Act, R.S.O. 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for clarification pursuant to Subsection 22, of Section 53 of the Planning Act, R.S.O. 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall lapse.*

*Dated this 8th day of January, 1998.*

SCHEDULE "C"**C.1 DRAINAGE****a) Road Ditches**

- to be constructed within the north boulevard as per the approved plan
- road allowance to be topsoiled and seeded

**b) Roof Drainage**

- to be directed onto the surface of the lot.

**c) Sump Pumps**

The foundation drain shall be connected to a sump pump which shall discharge to the new drain.

**C.2 DRIVEWAYS****a) Dimensions**

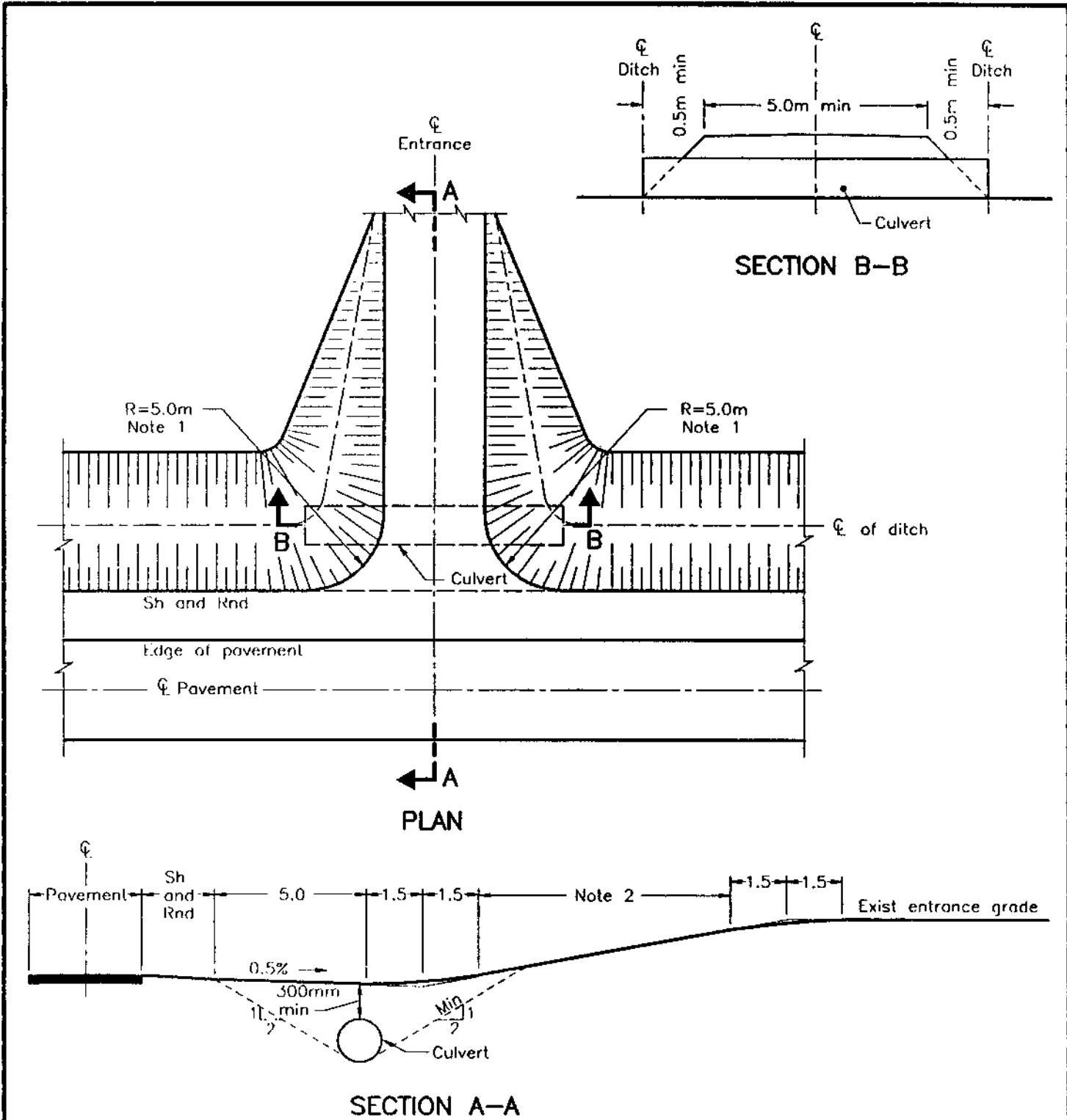
Driveways to be in accordance with Schedule D.

**b) Materials**

250mm minimum Granular A  
50mm asphalt or 150mm concrete or interlocking paving stones


**c) Culverts**

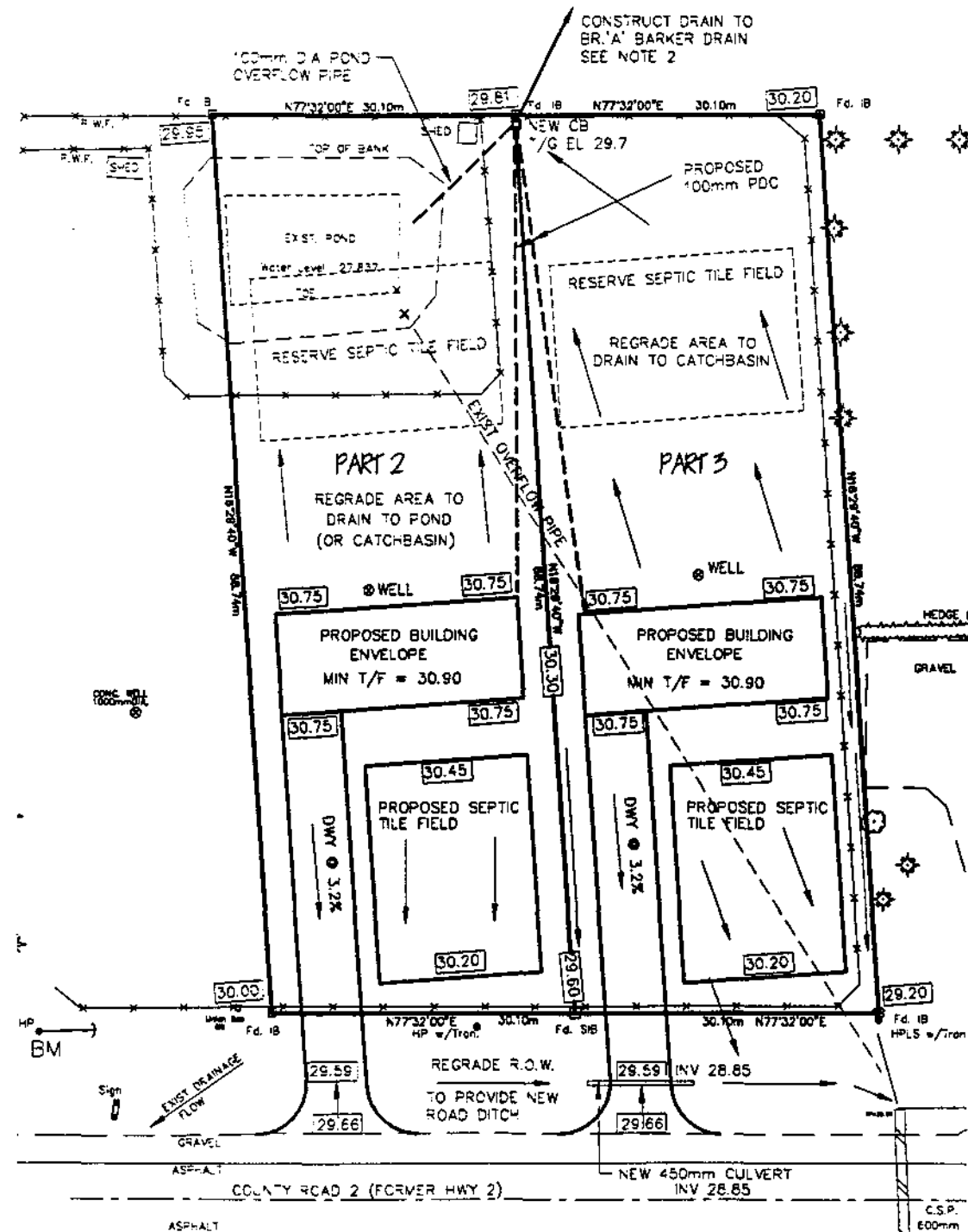
Can be purchased from the County of Brant



NOTES:

- 1 Radius to be 8.0m when entrance is used for farm equipment.
- 2 Desirable entrance configuration, when conditions permit.  
Desirable maximum gradient: 6% for residential entrances  
and 10% for farm and field entrances.
- A All dimensions are in millimetres or metres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING	1998 03 01 Rev	
<b>RURAL ENTRANCES TO ROADS IN EARTH CUT WITH CULVERT INSTALLATION</b>		
	OPSD - 301.020	



## NOTES

1. THIS IS THE APPROVED PLAN IN ACCORDANCE WITH THE AGREEMENT. IT MAY BE CONSIDERED THE SITE SPECIFIC PLAN AS REQUIRED BY THE AGREEMENT, PROVIDED THAT THE LOT IS DEVELOPED IN ACCORDANCE WITH THIS PLAN.
2. THE DEVELOPER OF THESE LOTS SHALL CONSTRUCT A DRAIN IN ACCORDANCE WITH AN ENGINEERS REPORT (WITH A CATCHBASIN AT EACH END) FROM THE REAR OF THE LOTS TO THE MUNICIPAL DRAIN AND SHALL PETITION TO HAVE SUCH DRAIN INCORPORATED AS A MUNICIPAL DRAIN PRIOR TO DEVELOPING THESE LOTS.
3. ELEVATIONS SHOWN ON THIS PLAN FOR FINISHED GRADES SHALL BE MAINTAINED TO PROVIDE DRAINAGE OF THE LOT
4. LOCATION OF HOUSE MAY VARY WITHIN THE LIMITS SET BY THE ZONING BYLAW AND PROVIDED THAT THE OVERALL DRAINAGE SCHEME IS MAINTAINED.
5. THE WELL SHALL BE DRILLED AND LOCATED TO MAINTAIN THE REQUIRED SEPARATION DISTANCES FROM SEPTIC SYSTEMS.
6. THE RESERVE TILE BEDS NEED NOT BE CONSTRUCTED UNTIL SUCH TIME AS IS NECESSARY TO REPLACE THE MAIN TILE FIELD IN THE EVENT OF FAILURE. AT THAT TIME, THE OWNER OF PART 2 MAY HAVE TO FILL IN THE POND IF NOT ALREADY DONE TO MAKE ROOM FOR THE RESERVE TILE BED.
7. THE LOT OWNERS SHALL CONNECT THE SUMP PUMP DISCHARGE FROM THE FOUNDATION DRAINS TO THE CATHASIN AT THE REAR OF THE LOTS.

LEGEND

28.20 EXISTING ELEV  
**30.75** PROPOSED GROUND ELEVATION  
 PROPOSED SURFACE  
 FLOW DIRECTION

**BENCHMARK:**

NAIL IN E/S HYDRO POLE  
23m WEST OF PART 2  
ELEV. 30.00

**VAN WEES ROSES Inc. CONSENT**

PARTS 2 AND 3 RP 41R-6323 PRINCETON  
TOWNSHIP OF BLANDFORD-BLENHEIM  
COUNTY OF OXFORD

SCALE



**K. SMART ASSOCIATES LIMITED**  
CONSULTING ENGINEERS AND PLANNERS  
85 MCINTYRE DRIVE  
KITCHENER, ONTARIO N2R 1G2

JOB NUMBER  
98217

DATE  
DEC 23, 1998

DRAWING NUMBER  
1

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1255-99

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Vance Drain 1997.

**WHEREAS** By-law Number 1165-97 enacted the 19<sup>th</sup> day of November, 1997, provided for the construction of the Vance Drain 1997, based on the estimates contained in a drainage report dated August 22<sup>nd</sup>, 1997, as submitted by John Kuntze, P.Eng., from the firm of K. Smart Associates Limited.

The Drainage Works were completed as per the Engineer's Report, and the actual costs incurred to construct the Drainage Works was \$38,376.46. The Engineer's Estimated Costs for constructing the drain was \$35,000.00, including Special assessments of \$2,020.00 for Township Roads for a Net Estimated Cost of \$32,980.00.

The Actual Costs for the Special Assessment was \$3,219.78 for the Township Roads, reducing the net actual costs to \$35,156.68 for pro-rata purposes. The Actual Cost to construct the Drainage Works was over the Estimated Costs by a sum of \$2,176.68 or 106.6% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**THEREFORE**, Be it Enacted by the Municipal Council of The Corporation of the Township of Blandford-Blenheim:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.

TOWNSHIP OF BLANDFORD-BLENHEIM

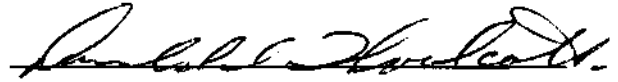
CONCESSION	PARCEL OF LAND OR PART THEREOF	ESTIMATED TOTAL AMOUNT ASSESSED	ACTUAL COSTS
11	Pt. NE ¼ Lot 7 (Lorne Peat)	\$ 1,000.00	\$ 1,066.00
11	NW ¼ Lot 7 (Richard Roth)	10,168.00	10,839.09
11	N ½ Lot 8 (Stoneridge Acres Inc.)	3,529.00	3,761.92
12	Pt. S. ½ Lot 7 (Lorne & Shirley Peat)	3,112.00	3,317.40
12	S. ½ Lot 8 (James Vance)	10,669.00	11,373.16
12	S. ½ Lot 9 (Johannes F.M. Vehof)	<u>942.00</u>	<u>1,004.18</u>
SUB-TOTAL		\$ 29,420.00	\$ 31,361.75
Roads of Municipality		3,560.00	3,794.92
Roads of Municipality - Special Assessment		<u>2,020.00</u>	<u>3,219.78</u>
<b>TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<u><b>\$35,000.00</b></u>	<u><b>\$ 38,376.46</b></u>

By-law Number **1255-99** cont'd.

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.


By-law **READ** a **FIRST** and **SECOND** time this 20<sup>th</sup> day of January, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 20<sup>th</sup> day of January, 1999.



Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator.



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1256-99

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Sippel Drain 1997.

**WHEREAS** By-law Number 1187-98 enacted the 18<sup>th</sup> day of February, 1998, provided for the construction of the Sippel Drain 1997, based on the estimates contained in a drainage report dated September 30<sup>th</sup>, 1997, and Addendum Number 1 dated December 22<sup>nd</sup>, 1997, as submitted by John Kuntze, P.Eng., from the firm of K. Smart Associates Limited.

The Drainage Works were completed as per the Engineer's Report, and the actual costs incurred to construct the Drainage Works was \$58,588.47. The Engineer's Estimated Costs for constructing the drain was \$52,830.00. The Actual Cost to construct the Drainage Works was over the Estimated Costs by a sum of \$5,758.47 or 110.9% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**THEREFORE**, Be it Enacted by the Municipal Council of The Corporation of the Township of Blandford-Blenheim:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.

TOWNSHIP OF WILMOT

CONCESSION	PARCEL OF LAND OR PART THEREOF	ESTIMATED TOTAL AMOUNT ASSESSED	ACTUAL COSTS
4	Lot 30 (Howard, Gladys, Paul & Steven Cressman)	\$ 2,119.00	\$ 2,349.93
4	Pts. 31, 32 (Manfred Hilgers)	1,250.00	1,386.25
4	Pt. 31 (Daniel & Anita Troyer)	1,730.00	1,918.57
4	Pt. 31 (Douglas & Miriam Miller)	78.00	86.51
4	Pt. 29 (Elizabeth Hambelton)	101.00	9,366.61
4	Pt. 29 (Howard, Gladys, Paul & Steven Cressman)	642.00	711.98
3	S. ½ 29 (Theobold & Sabine Strauss)	210.00	232.89
3	Pt. S. ½ 30 (Vera Mead)	183.00	202.95
3	Pt. S. ½ 30 (Glen & Evelyn Diamond)	8,296.00	9,200.27
3	S. ½ 31 (Harold Diamond)	706.00	782.96
3	Pt. N. ½ 30 (Bruyn Farms Ltd.)	<u>6,717.00</u>	<u>7,449.16</u>
SUB-TOTAL		\$22,032.00	\$24,433.53
½ Oxford-Waterloo Road		706.00	782.96

By-law Number **1256-99** cont'd.

CONCESSION	PARCEL OF LAND OR PART THEREOF	ESTIMATED TOTAL AMOUNT ASSESSED	ACTUAL COSTS
	Wilmot Road 9	320.00	354.88
	Wilmot Road 10	<u>389.00</u>	<u>431.41</u>
	Roads of Municipality	<u>1,415.00</u>	<u>1,569.25</u>
<b>TOTAL ASSESSMENT - TOWNSHIP OF WILMOT</b>		<b><u>\$23,447.00</u></b>	<b><u>\$26,002.78</u></b>

TOWNSHIP OF BLANDFORD-BLENHEIM

CONCESSION	PARCEL OF LAND OR PART THEREOF	ESTIMATED TOTAL AMOUNT ASSESSED	ACTUAL COSTS
13	S. ½ Lot 6 (Calhaven Farms Ltd.)	\$ 1,327.00	\$1,471.65
13	N. ½ Lot 6 (My-Pa Farms Inc.)	1,123.00	1,245.41
13	N. ½ Lot 7 (Manfred Hilgers)	47.00	52.13
14	S. 1/2 Lot 5 (Harold & Janet Armstrong)	82.00	90.94
14	S. ½ Lot 6 (Gary & Helen Black)	7,404.00	8,211.04
14	SE ¼ Lot 7 (Ivan Christiaens)	1,388.00	1,539.30
14	NE ¼ Lot 4 (Timothy & Anne Facey)	55.00	61.00
14	NE ¼ Lot 4 (John & Flora McCartney)	239.00	265.06
14	N. ½ Lot 5 (Donald, Terry & Ricky Vollmershausen)	1,618.00	1,794.37
14	Pt. N. ½ Lot 6 (Paul & Opal Kwasnick)	6,148.00	6,818.14
14	Pt. N. ½ Lot 6 (Opal Kwasnick)	24.00	26.62
14	N. ½ Lot 7 (Richard Gerber)	<u>1,356.00</u>	<u>1,503.81</u>
	SUB-TOTAL	\$20,811.00	23,079.47
	½ Oxford-Waterloo Road	706.00	782.96
	Township Road 14	2,059.00	2,283.44
	Blandford Road	<u>5,807.00</u>	<u>6,439.82</u>
	Roads of Municipality	<u>8,572.00</u>	<u>9,506.22</u>
<b>TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<b><u>\$29,383.00</u></b>	<b><u>\$32,585.69</u></b>

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

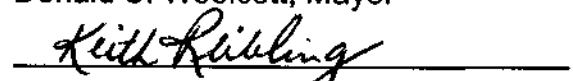
By-law **READ** a **FIRST** and **SECOND** time this 20<sup>th</sup> day of January, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 20<sup>th</sup> day of January, 1999.

(SEAL)



Donald S. Woolcott, Mayor



Keith Reibling, Clerk/Administrator.

BY-LAW NUMBER 1257-99

**A By-Law to amend Zoning By-Law Number 466-82, as amended.**

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

**THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:**

1. That Schedule "A" to By-Law Number 466-82 as amended, is hereby amended by changing to A2-42 the zone symbol of the lands so designated A2-42 on Schedule "A" attached hereto.
2. That Section 8.3 to By-Law Number 466-82, as amended is hereby amended by adding the following subsection at the end thereof.

"8.3.42 LOCATION: PART LOT 3, CONCESSION 8 (BLENHEIM). A2-42

8.3.42.1 Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any A2-42 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

all uses permitted in Section 8.1 to this By-Law except a "commercial" farm.

8.3.42.2 Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any A2-42 Zone use any lot, or erect, alter or use any building or structure except in accordance with the following provisions:

8.3.42.2.1 LOT AREA:

Minimum	4 hectares
---------	------------

**8.3.42.2.2 SPECIAL PROVISION FOR ACCESSORY SINGLE-FAMILY DWELLING HOUSE:**

Prior to the issuance by the Township of a building permit for an accessory single-family dwelling, a barn with a minimum floor area of 72 square metres shall be erected on the subject property.

2. -cont'd

8.3.42 LOCATION: PART LOT 3, CONCESSION 8 (BLENHEIM), A2-42

-cont'd

8.3.42.2 -cont'd

8.3.42.2.3 LOCATION OF ACCESSORY SINGLE-FAMILY DWELLING HOUSE:

In addition to the minimum yard and setback provisions contained in Section 8.2 to By-Law Number 466-82, an accessory single-family dwelling house hereinafter erected or enlarged shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I).

8.3.42.2.4 MINIMUM DISTANCE SEPARATION REQUIREMENTS FOR LIVESTOCK BARNs AND STRUCTURES:

In addition to the minimum yard and setback provisions contained in Section 8.2 to By-Law Number 466-82, but notwithstanding the provisions of Subsection 8.2.1.13 to the contrary, agricultural buildings and structures hereafter erected or enlarged and/or used for the housing of livestock shall meet the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula II (MDS II).

8.3.42.2.5 MINIMUM DISTANCE SEPARATION REQUIREMENTS FOR MANURE STORAGE STRUCTURES:

In addition to the minimum yard and setback provisions contained in Section 8.2 to By-Law Number 466-82, but notwithstanding the provisions of Subsection 8.2.1.13 to the contrary, manure storage structures hereafter erected or enlarged shall meet the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula II (MDS II).

8.3.42.2.6 That all the provisions of the A2 Zone in Section 8.2 to By-Law Number 466-82, as amended, shall apply, and further that all other provisions of By-Law Number 466-82, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this **3rd** day of **February** 1999.

READ a third time and finally passed this **3rd** day of **February** 1999.



**Donald S. Woolcott**  
Mayor

(SEAL)



**Keith Reibling**  
Clerk

# SCHEDULE "A"

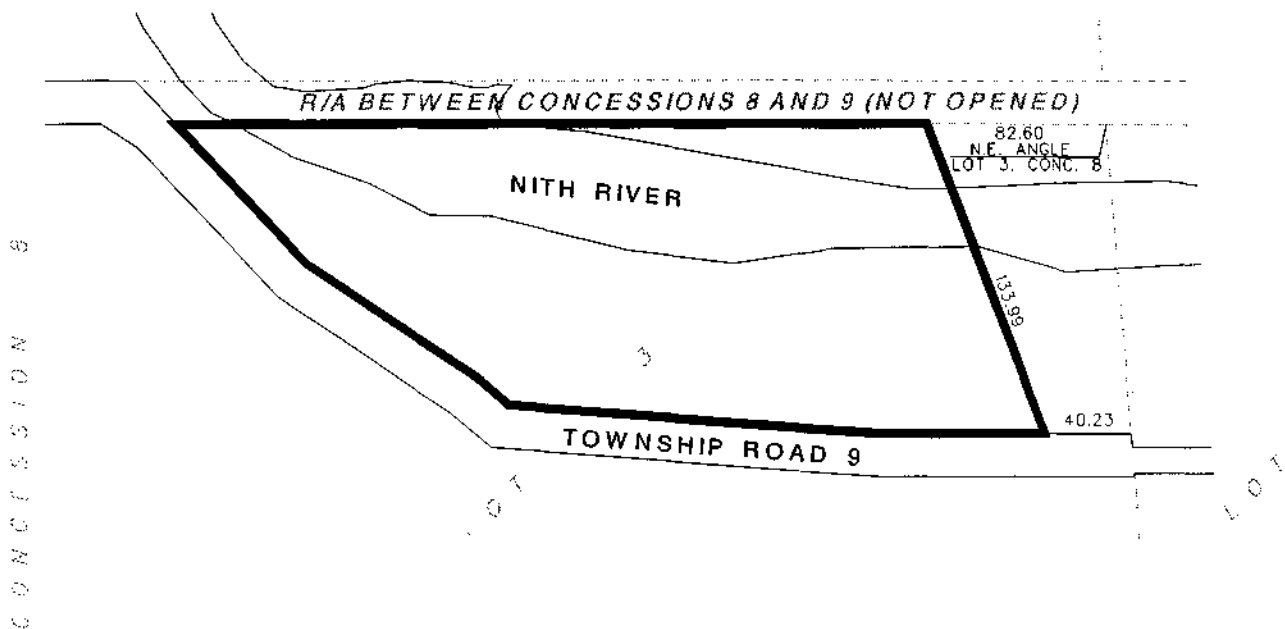
TO BY-LAW No. 1257-99

PART OF LOT 3, CONCESSION 8 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM




CONCESSION 9




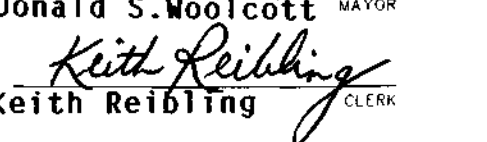
THIS IS SCHEDULE "A"

TO BY-LAW No. 1257-99, PASSED

THE 3rd DAY OF February, 1999

 AREA OF ZONE CHANGE TO A2-42

NOTE: ALL DIMENSIONS IN METRES

  
Donald S. Woolcott MAYOR  
  
Keith Reibling CLERK



© 1999  
LAND-RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1257-99

EXPLANATORY NOTE

The purpose of By-Law Number 1257-99 is to rezone property located on the north side of Township Road 9, west of Trussler Road, comprising Part Lot 3, Concession 8 (Blenheim), in the Township of Blandford-Blenheim from General Agricultural (A2) to Special General Agricultural (A2-42) to permit the construction of an accessory single detached dwelling and a barn on an undersized agricultural parcel. The subject property covers an area of 4.0 hectares (10 acres). The By-law requires that the barn and accessory single detached dwelling satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formulae I and II (MDS I and MDS II). The subject property is currently owned by Jim Robson.

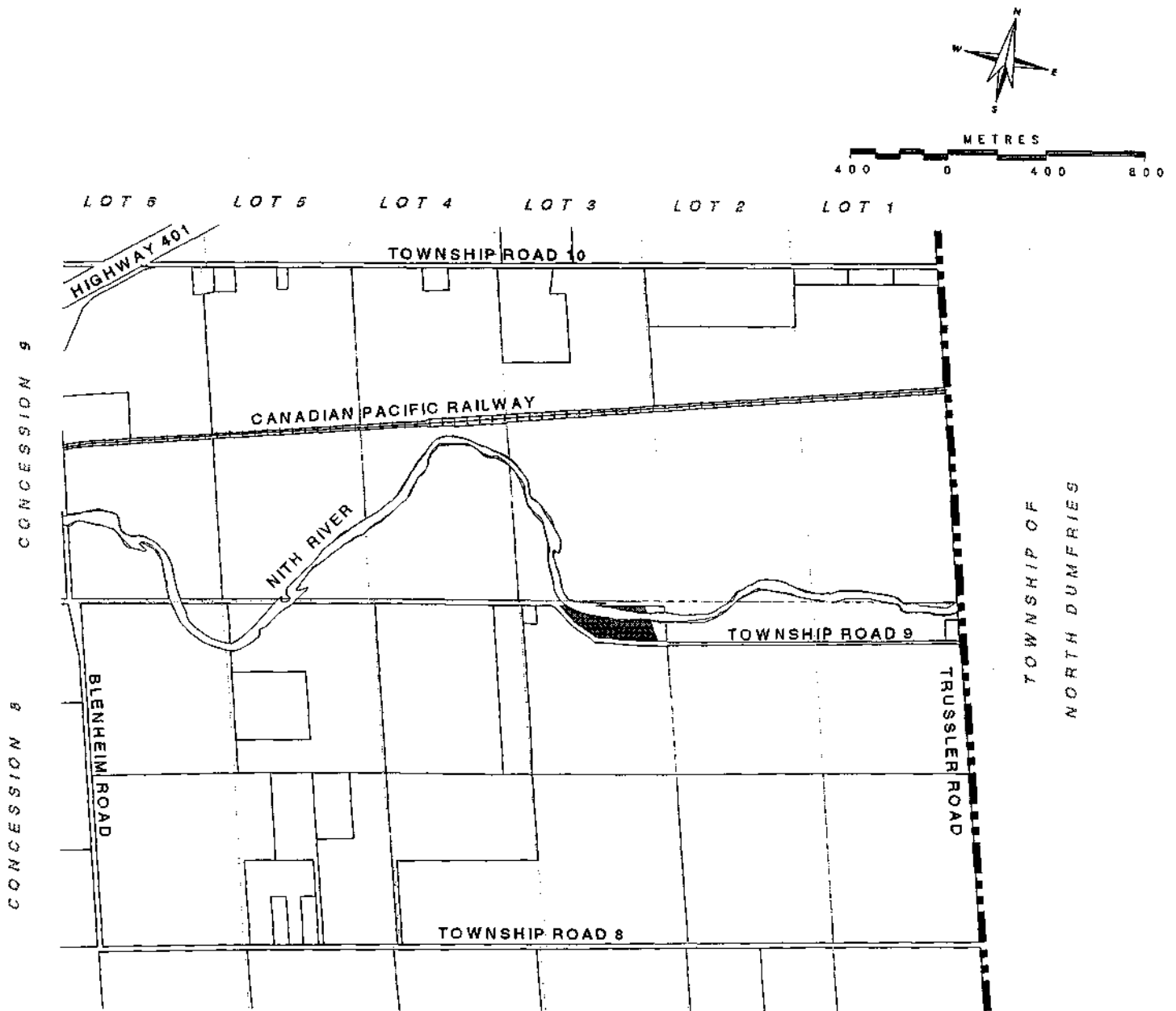
The Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1257-99. The public hearing was held on January 6, 1999.


Any person wishing further information relative to Zoning By-Law Number 1257-99 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



 LANDS TO WHICH BYLAW **1257-99** APPLIES



© 1999  
LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1258-99

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Risk Drain 1998.

**WHEREAS** By-law Number 1215-98 enacted the 19<sup>th</sup> day of August, 1998, provided for the construction of the Risk Drain 1998, based on the estimates contained in a drainage report dated May 29<sup>th</sup>, 1998, as submitted by Robert Walton, P.Eng., from the firm of R.J. Burnside and Associates Limited.

The Drainage Works were completed as per the Engineer's Report, and the actual costs incurred to construct the Drainage Works was \$59,966.40. The Engineer's Estimated Costs for constructing the drain was \$55,000.00, including Special assessments of \$3,400.00 for Township Roads for a Net Estimated Cost of \$51,600.00.

The Actual Costs for the Special Assessment was \$3,000.00 for the Township Roads, reducing the net actual costs to \$56,966.40 for pro-rata purposes. The Actual Cost to construct the Drainage Works was over the Estimated Costs by a sum of \$5,366.40 or 110.4% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**THEREFORE**, Be it Enacted by the Municipal Council of The Corporation of the Township of Blandford-Blenheim:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.

TOWNSHIP OF BLANDFORD-BLENHEIM

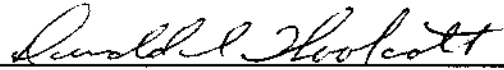
CONCESSION	PARCEL OF LAND OR PART THEREOF	ESTIMATED TOTAL AMOUNT ASSESSED	ACTUAL COSTS
13	Pt. Lot 6 (Calhaven Farms Ltd.)	\$ 3,478.00	\$ 3,839.72
13	Pt. Lot 7 (Calhaven Farms Ltd.)	25,718.00	28,392.68
13	Pt. Lot 6 (My-Pa Farms Ltd.)	1,577.00	1,718.93
13	Pt. Lot 7 & Pt. Lot 8 (Manfred Hilgers)	8,290.00	9,152.16
13	Pt. Lot 7 (Ivan Christiaens)	2,440.00	2,693.76
14	Pt. Lot 7 (My-Pa Farms Ltd.)	3,668.00	4,049.48
14	Pt. Lot 8 (My-Pa Farms Ltd.)	1,285.00	1,418.64
14	Pt. Lot 7 (Richard Gerber)	<u>420.00</u>	<u>463.68</u>
	SUB-TOTAL:	\$46,856.00	\$51,729.05
	Township Roads	4,744.00	5,237.35
	Township Roads - Special Assessment	<u>3,400.00</u>	<u>3,000.00</u>
	<b>TOTAL ASSESSMENT - TOWNSHIP OF</b>		
	<b>BLANDFORD-BLENHEIM</b>	<u>\$55,000.00</u>	<u>\$59,966.40</u>

By-law Number **1258-99** cont'd.

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

By-law **READ** a **FIRST** and **SECOND** time this 17<sup>th</sup> day of February, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 17<sup>th</sup> day of February, 1999.



Donald S. Woolcott, Mayor

(SEAL)



Keith Reibling, Clerk-Administrator.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1259-99

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the McLaren Drain 1998.

**WHEREAS** By-law Number 1216-98 enacted the 19<sup>th</sup> day of August, 1998, provided for the construction of the McLaren Drain 1998, based on the estimates contained in a drainage report June 10<sup>th</sup>, 1998, as submitted by Robert Walton, P.Eng., from the firm of R.J. Burnside and Associates Limited.

The Drainage Works were completed as per the Engineer's Report, and the actual costs incurred to construct the Drainage Works was \$49,211.90. The Engineer's Estimated Costs for constructing the drain was \$43,900.00. The Actual Cost to construct the Drainage Works was over the Estimated Costs by a sum of \$5,311.90 or 112.1% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**THEREFORE**, Be it Enacted by the Municipal Council of The Corporation of the Township of Blandford-Blenheim:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.

TOWNSHIP OF BLANDFORD-BLENHEIM

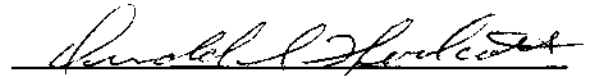
CONCESSION	PARCEL OF LAND OR PART THEREOF	ESTIMATED TOTAL AMOUNT ASSESSED	ACTUAL COSTS
5	Pt. L. 7 (George & Dianne Sibbick)	\$ 498.00	\$ 557.67
5	Pt. L. 7 (Randall & Jacqueline Bingeman)	34.00	38.12
5	Pt. L. 7 (Edward Chown)	34.00	38.12
5	Pt. L. 7 (Bruce & Madeleine Riddell)	12.00	13.46
5	Pt. L. 7 (Margaret Goodwin)	34.00	38.12
5	Pt. L. 7 (William & Connie Awde)	70.00	78.47
5	Pt. L. 8 (Daniel, Dianna, Grant & Jeanette McLaren)	6,435.00	7,213.64
5	Pt. L. 7 & 8 (Daniel & Grant McLaren)	3,666.00	4,109.59
5	Pt. L. 7 (Daniel, Grant & Janet McLaren)	35.00	39.24
5	Pt. L. 7 & 8 (Dianna & Janet McLaren)	5,315.00	5,958.12
5	Pt. L. 8 & 9 (Beatrice Mackie)	4,492.00	5,035.54
5	Pt. L. 7 (George & Dianne Sibbick)	20,370.00	22,834.77
5	Pt. L. 8 (Larenwood Farms)	2,179.00	2,442.66
5	Pt. L. 9 (Marinus & Marilyn VanAlphen)	<u>229.00</u>	<u>256.71</u>
SUB-TOTAL		\$43,403.00	\$48,654.23
Township Roads		<u>497.00</u>	<u>557.67</u>
<b>TOTAL ASSESSMENT - TOWNSHIP OF</b>			
<b>BLANDFORD-BLENHEIM</b>		<b><u>\$43,900.00</u></b>	<b><u>\$49,211.90</u></b>

By-law Number 1259-99 cont'd.

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

By-law **READ** a **FIRST** and **SECOND** time this 17<sup>th</sup> day of February, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 17<sup>th</sup> day of February, 1999.



Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1260-99

Being a by-law to amend By-law No. 1223-98 to provide for separating industrial assessments and tax ratios into large and residual categories, and to amend the original 1998 industrial tax rates for all purposes to reflect the change in the industrial tax class.

**WHEREAS**, the County of Oxford passed By-law No. 3844-99 and By-law No. 3848-99 which established a large industrial class and the new tax ratios for the Large Industrial and the Residual Industrial Class, respectively.

**AND WHEREAS**, the tax rates on the aforementioned property classes have been calculated pursuant to the provisions of the Municipal Act and the manner set out therein.

**NOW THEREFORE**, the Council of the Township of Blandford-Blenheim enacts as follows:

1. That the Industrial assessment of \$5,509,805.00 for Blandford-Blenheim noted on Page 3 paragraph 4 be deleted and the following be added.

Industrial Assessment	2,918,975.00
Large Industrial Assessment	2,590,830.00

2. That the Industrial tax ratio of 3.2273 as noted on Page 4 paragraph 1 be deleted and the following be added.

Residual Industrial	2.9098
Large Industrial	3.4636

3. That the following tax rates as noted on Page 5 paragraph 5 section 1 be deleted

Tax Class	Township	County	Education	Total
Industrial	.01319730	.01430633	.03862994	.06613357
Industrial-vacant/excess	.00857825	.00929908	.02510946	.04298679
Industrial-vacant land	.00857825	.00929884	.02510946	.04298655

and the following be added

Tax Class	Township	County	Education	Total
Industrial - residual	.01191176	.01289641	.03482607	.05963424
Industrial- vacant/excess	.00774264	.00838274	.02263695	.03876233
Industrial - vacant land	.00774264	.00838259	.02263691	.03876214
Industrial - Large	.01417883	.01535087	.04145424	.07098394

4. That the actual revenue received as a result of changing the industrial tax ratios and rates results in a decrease in taxation of \$2,090.00 since all other tax ratios and rates for all other property classes shall remain as presented in By-law No. 1223-98.

Reference to Taxation totals on Pages 2 and 4 for Township general purposes shall be amended to read \$2,020,356.00.

By-Law **READ** a **FIRST** and **SECOND** time this 17<sup>th</sup> day of February 1999.

By-Law **READ** a **THIRD** time and **FINALLY PASSED** in Open Council this 17<sup>th</sup> day of February, 1999.

(Seal)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk/Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1193-98

A By-Law to amend Zoning By-Law Number 466-82, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Section 2.0 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 2.19 (A) following Subsection 2.19.

**"2.19 (A) "CONSULTANT IN AGRICULTURE" means a practicing agricultural professional specializing in all aspects of sound agronomical, economical and environmental crop production who has been certified and/or recommended by the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA)."**

2. That Section 2.0 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 2.88(A) following Subsection 2.88.

**"2.88(A) "NUTRIENT MANAGEMENT PLAN" means the science-based process for optimizing the relationship between the land-based application of nutrients, farm management techniques, crop requirements, and land use and is consistent with the nutrient management review criteria of the Ontario Ministry of Agriculture, Food and Rural Affairs as well as the standards and practices of the Best Management Practices pertaining to nutrient management published from time to time by the Ontario Ministry of Agriculture, Food and Rural Affairs."**

3. That Section 2.0 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 2.134(A) following Subsection 2.134.

**"2.134(A) "THIRD PARTY REVIEW" means a review of a Nutrient Management Plan by staff of the Ontario Ministry of Agriculture, Food and Rural Affairs or a Consultant in Agriculture, and includes confirmation that the Nutrient Management Plan is consistent with the nutrient management review criteria standards and practices of the Nutrient Management Plan Best Management Practices published from time to time by the Ontario Ministry of Agriculture, Food and Rural Affairs."**

4. That Section 2.0 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 2.42(A) following subsection 2.42.

**"2.42(A) "FARM, INTENSIVE LIVESTOCK", means a farm unit where the following conditions apply:**

1. the number of livestock units on the farm unit is 50 or more and the ratio of livestock units to tillable acres on the farm unit is 2 or greater, where livestock unit equivalency is defined by the following table:

4. - cont'd

ANIMAL GROUP	ANIMALS PER LIVESTOCK UNIT	ANIMALS
Beef	1 2	Beef Cow <sup>1</sup> - barn confinement or barn with yard Beef Feeders - barn confinement or barn with yard
Chicken	125 200 500	Layers - Caged Layers or Chicken Breeder Layers Chicken Broilers/Roasters Pullets (replacement layers)
Dairy	1 2	Milking Cow <sup>1,2</sup> - tie stall or free stall Dairy Heifers - barn confinement or barn with yard
Duck	100	Ducks
Emu	5	Emu
Fox	40	Adult Fox <sup>4</sup>
Goat	4 10	Adult Goats <sup>3</sup> Feeder Goats (>20 kg)
Horse	1	Horse <sup>3</sup>
Mink	80	Adult Mink <sup>4</sup>
Ostrich	3	Ostrich
Rabbit	40	Adult Rabbits <sup>4</sup>
Sheep	4 10	Adult Sheep <sup>3</sup> Feeder Lambs (>20 kg)
ANIMAL GROUP	ANIMALS PER LIVESTOCK UNIT	ANIMALS
Swine	5 4 20	Sows/Boars <sup>5</sup> Feeder Hogs (30-120 kg) Weaners (4-30 kg)
Turkey	50 75 100 500	Meat Turkeys (>10 kg) Meat Turkeys (5 - 10 kg) or Turkey Breeder Layers Meat Turkeys (<5 kg) Pullets (replacement breeders)
Veal	6 3	White Veal Red Veal (<300 kg)

<sup>1</sup> Includes calf to 150 kg

<sup>2</sup> A dairy/cow-calf farm usually has milking cows, dry cows, heifers and calves. Multiply the number of milking/nursing cows by 1.5 to account for the followers when they are kept on the same farm

<sup>3</sup> Includes offspring until weaned

<sup>4</sup> Includes offspring to market size

<sup>5</sup> Multiply number of sows by 2.4 to determine the number of weaners

Note: For all other animals/poultry use 1 livestock unit per 450 kg housed at one time

OR

2. the number of livestock units on the farm unit is 150 or more.

5. That Section 2.0 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 2.42(B) following subsection 2.42.

"2.42(B) "FARM UNIT" means the composite of all parcels operated as a farm, the principal farm residence, any accessory residences, woodlot, barns and other structures necessary to support agricultural and ancillary uses."

6. That subsection 7.1 to By-Law Number 466-82, as amended, is hereby amended by adding the words "or an intensive livestock farm" following the words "a detached single family dwelling house if accessory to a farm", and "an intensive livestock farm" following the words "a farm but not including a "commercial farm " as defined herein; ", so that the subsection reads as follows:

**"7.1 USES PERMITTED**

No person shall within any A1 Zone use any lot or erect, alter or use any building or structure for any purpose except one or more of the following A1 uses:

a detached single-family dwelling house if accessory, to a farm or an intensive livestock farm;  
a farm, but not including a "commercial farm" as defined herein;  
an intensive livestock farm;  
a public use in accordance with the provisions of subsection 6.13 hereof;  
a radio, television or telephone tower;  
a seasonal fruit, vegetable, flower or farm produce sales outlet, provided such produce is the product of the farm on which such sales outlet is located;  
a home occupation or a rural home occupation;  
an oil or gas well."

7. That subsections 7.2.1.4, 7.2.1.5, 7.2.1.6, 7.2.1.7, and 7.2.1.8 to By-Law Number 466-82, as amended, are hereby deleted and replaced with the following subsections.

**"7.2.1.4 FRONT YARD:**

Minimum depth 15 metres

except for a livestock barn or manure storage building and structure, the front yard shall be the greater of 30 metres or such minimum distance from the front lot line as determined through the application of the Minimum Distance Separation Formula (MDS II) calculated using Appendix 1 of this By-Law.

**7.2.1.5 REAR YARD:**

Minimum depth 7.5 metres

except for a livestock barn or manure storage building and structure, the rear yard shall be the greater of 10 metres or such minimum distance separation from the rear lot line as determined through the application of the MDS II calculated using Appendix 1 of this By-Law.

**7.2.1.6 INTERIOR SIDE YARD:**

Minimum depth 3 metres

except for a livestock barn or manure storage building and structure, the interior side yard shall be the greater of 10 metres or such minimum distance separation from the interior side lot line as determined through the application of the MDS II calculated using Appendix 1 of this By-Law.



7. - cont'd

7.2.1.7 EXTERIOR SIDE YARD:

Minimum width	15 metres
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except for a livestock barn or manure storage building and structure, the exterior side yard shall be the greater of 30 metres or such minimum distance from the exterior side lot line as determined through the application of the MDS II calculated using Appendix 1 of this By-Law.

7.2.1.8 SETBACK:

Minimum distance from centreline of

a Provincial Highway	33 metres
a County Road	30 metres
a Township Road	30 metres
all other streets	25 metres

except for a livestock barn or manure storage building and structure, the setback shall be the greater of 45 metres or the sum of 16 metres plus the Front Yard measure determined through the application of the MDS II calculated using Appendix 1 of this By-Law.

**7.2.1.8(A) MINIMUM MANURE STORAGE CAPACITY:**

**In accordance with minimum storage requirements for manure storage facilities set out in Appendix II (Nutrient Management Strategy) to this By-Law."**

8. That subsection 7.2.1.13 to By-Law Number 466-82, as amended, is hereby deleted and replaced with the following subsections.

**"7.2.1.13 MINIMUM DISTANCE SEPARATION REQUIREMENTS FOR LIVESTOCK BARNs AND STRUCTURES:**

In addition to the minimum yard and setback requirements contained herein, agricultural buildings and structures hereafter erected, altered and/or used for the housing of livestock shall meet the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula II (MDS II) calculated using Appendix 1 of this By-Law.

In the case where an agricultural building and structure is being erected and/or used in the vicinity of an existing institutional use, the Factor from Column 2 of the Minimum Distance Separation Formula in Appendix 1 of this By-Law shall be given the value of 1.0.

8. - cont'd

**7.2.1.13A MINIMUM DISTANCE SEPARATION REQUIREMENTS FOR MANURE STORAGE STRUCTURES:**

In addition to the minimum yard and setback requirements contained herein, manure storage structures erected or altered shall meet the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula II (MDS II) calculated using Appendix 1 of this By-Law.

In the case where a manure storage structure is being erected and/or used in the vicinity of an existing institutional use, the Factor from Column 2 of the Minimum Distance Separation Formula in Appendix 1 of this By-Law shall be given the value of 1.0.

**7.2.1.13B SUPPLEMENTARY REQUIREMENT FOR INTENSIVE LIVESTOCK FARMS:**

**For new and existing Intensive Livestock Farms, or farms expanding to the size of an Intensive Livestock Farm, new buildings and/or structures, and/or alterations to existing buildings and/or structures, used or erected for the purpose of housing livestock or for manure containment, shall be permitted only when a nutrient management plan is prepared in accordance with the requirements set out in Section 5 of Appendix II (Nutrient Management Strategy) to this By-Law, and this plan has undergone Third Party Review."**

9. That subsection 8.1 to By-Law Number 466-82, as amended, is hereby amended by adding the words "or an intensive Livestock farm" following the words "a detached single family dwelling house if accessory to a farm or a commercial farm", and "an intensive Livestock farm" following the words "a farm", so that the subsection reads as follows:

**"8.1 USES PERMITTED**

No person shall within any A2 Zone use any lot or erect, alter or use any building or structure for any purpose except one or more of the following A2 uses:

a detached single-family dwelling house if accessory to a farm or a commercial farm or an intensive livestock farm;  
a commercial farm;  
a farm;  
an intensive Livestock farm;  
a public use in accordance with the provisions of subsection 6.13 hereof;  
a private airfield;  
a radio, television or telephone tower;  
a seasonal fruit, vegetable, flower or farm produce sales outlet, provided such produce is the product of the farm on which such sales outlet is located;  
a home occupation or a rural home occupation;  
an oil or gas well."

10. That subsections 8.2.1.4, 8.2.1.5, 8.2.1.6, 8.2.1.7 and 8.2.1.8 to By-Law Number 466-82, as amended, are hereby deleted and replaced with the following subsections.

8.2.1.4 FRONT YARD:

Minimum depth	15 metres
---------------	-----------

except for a livestock barn or manure storage building and structure, the front yard shall be the greater of 30 metres or such minimum distance from the front lot line as determined through the application of the Minimum Distance Separation Formula II (MDS II) calculated using Appendix 1 of this By-Law.

8.2.1.5 REAR YARD:

Minimum depth	7.5 metres
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except for a livestock barn or manure storage building and structure, the rear yard shall be the greater of 10 metres or such minimum distance separation from the rear lot line as determined through the application of the MDS II calculated using Appendix 1 of this By-Law.

8.2.1.6 INTERIOR SIDE YARD:

Minimum width	3 metres
---------------	----------

except for a livestock barn or manure storage building and structure, the interior side yard shall be the greater of 10 metres or such minimum distance separation from the interior side lot line as determined through the application of the MDS II calculated using Appendix 1 of this By-Law.

8.2.1.7 EXTERIOR SIDE YARD:

Minimum width	15 metres
---------------	-----------

except for a livestock barn or manure storage building and structure, the exterior side yard shall be the greater of 30 metres or such minimum distance from the exterior side lot line as determined through the application of the MDS II calculated using Appendix 1 of this By-Law.

8.2.1.8 SETBACK:

Minimum distance from centreline of:

a Provincial Highway	33 metres
a County Road	30 metres
a Township Road	30 metres
all other streets	25 metres

except for a livestock barn or manure storage building and structure, the setback shall be the greater of 45 metres or the sum of 16 metres plus the Front Yard measure determined through the application of the MDS II calculated using Appendix 1 of this By-Law.

10. - cont'd

**8.2.1.8(A) MINIMUM MANURE STORAGE CAPACITY:**

**In accordance with minimum storage requirements for manure storage facilities set out in Appendix II (Nutrient Management Strategy) of this By-Law."**

11. That subsection 8.2.1.13 to By-Law Number 466-82, as amended, is hereby deleted and replaced with the following subsection.

**"8.2.1.13 MINIMUM DISTANCE SEPARATION REQUIREMENTS FOR LIVESTOCK BARNs AND STRUCTURES:**

In addition to the minimum yard and setback requirements contained herein, agricultural buildings and structures hereafter erected, altered and/or used for the housing of livestock shall meet the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula II (MDS II) calculated using Appendix 1 of this By-Law.

In the case where an agricultural building and structure is being erected and/or used in the vicinity of an existing institutional use, with the exception of a school, the Factor from Column 2 of the Minimum Distance Separation Formula in Appendix 1 of this By-Law shall be given the value of 1.0

**8.2.1.13A MINIMUM DISTANCE SEPARATION REQUIREMENTS FOR MANURE STORAGE STRUCTURES:**

In addition to the minimum yard and setback requirements contained herein, manure storage structures erected or altered shall meet the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula II (MDS II) calculated using Appendix 1 of this By-Law.

In the case where a manure storage structure is being erected and/or used in the vicinity of an existing institutional use, with the exception of a school, the Factor from Column 2 of the Minimum Distance Separation Formula in Appendix 1 of this By-Law shall be given the value of 1.0.

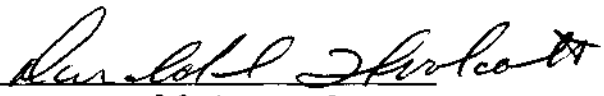
**8.2.1.13B SUPPLEMENTARY REQUIREMENT FOR INTENSIVE LIVESTOCK FARMS:**

**For new or existing Intensive Livestock Farms, or farms expanding to the size of an Intensive Livestock Farm, new buildings and/or structures, and/or alterations to existing buildings and/or structures, used or erected for the purpose of housing livestock or for manure containment, shall be permitted only when a nutrient management plan is prepared in accordance with the requirements set out in Section 5 of Appendix II (Nutrient Management Strategy) to this By-Law, and this plan has undergone Third Party Review."**

12. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this **4th** day of **February** 1998.

READ a third time and finally passed this **3rd** day of **March** 1999.

  
\_\_\_\_\_  
Mayor, Donald S. Woolcott

(SEAL)

  
\_\_\_\_\_  
Clerk, Keith Reibling

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1193-98

A By-Law to amend Zoning By-Law Number 466-82, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Section 2.0 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 2.42(A) following subsection 2.42.

"2.42(A) "FARM, INTENSIVE LIVESTOCK", means a farm unit where the following conditions apply:

1. the number of livestock units on the farm unit is 50 or more and the ratio of livestock units to tillable acres on the farm unit is 2 or greater, where livestock unit equivalency is defined by the following table:

ANIMAL GROUP	ANIMALS PER LIVESTOCK UNIT	ANIMALS
Beef	1 2	Beef Cow <sup>1</sup> - barn confinement or barn with yard Beef Feeders - barn confinement or barn with yard
Chicken	125 200 500	Layers - Caged Layers or Chicken Breeder Layers Chicken Broilers/Roasters Pullets (replacement layers)
Dairy	1 2	Milking Cow <sup>1,2</sup> - tie stall or free stall Dairy Heifers - barn confinement or barn with yard
Duck	100	Ducks
Emu	5	Emu
Fox	40	Adult Fox <sup>4</sup>
Goat	4 10	Adult Goats <sup>3</sup> Feeder Goats (>20 kg)
Horse	1	Horse <sup>3</sup>
Mink	80	Adult Mink <sup>4</sup>
Ostrich	3	Ostrich
Rabbit	40	Adult Rabbits <sup>4</sup>
Sheep	4 10	Adult Sheep <sup>3</sup> Feeder Lambs (>20 kg)
Swine	5 4 20	Sows/Boars Feeder Hogs (30-120 kg) Weaners (4-30 kg)
Turkey	50 75 100 500	Meat Turkeys (>10 kg) Meat Turkeys (5 - 10 kg) or Turkey Breeder Layers Meat Turkeys (<5 kg) Pullets (replacement breeders)
Veal	6 3	White Veal Red Veal (<300 kg)

<sup>1</sup> Includes calf to 150 kg

<sup>2</sup> A dairy/cow-calf farm usually has milking cows, dry cows, heifers and calves. Multiply the number of milking/nursing cows by 1.5 to account for the followers when they are kept on the same farm

<sup>3</sup> Includes offspring until weaned

<sup>4</sup> Includes offspring to market size

<sup>5</sup> Multiply number of sows by 2.4 to determine the number of weaners

Note: For all other animals/poultry use 1 livestock unit per 450 kg housed at one time.

1. -cont'd  
2.42(A) -cont'd

or

2. the number of livestock units on the farm unit is 150 or more.

2. That Section 2.0 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 2.42(B) following subsection 2.42.

"2.42(B) "FARM UNIT" means the composite of all parcels operated as a farm, the principal farm residence, any accessory residences, woodlot, barns and other structures necessary to support agricultural and ancillary uses."

3. That subsection 7.1 to By-Law Number 466-82, as amended, is hereby amended by adding the words "or an intensive livestock farm" following the words "a detached single family dwelling house if accessory to a farm", and "an intensive livestock farm" following the words "a farm but not including a "commercial farm " as defined herein; ", so that the subsection reads as follows:

**"7.1 USES PERMITTED**

No person shall within any A1 Zone use any lot or erect, alter or use any building or structure for any purpose except one or more of the following A1 uses:

a detached single-family dwelling house if accessory, to a farm or an intensive Livestock farm;  
a farm, but not including a "commercial farm" as defined herein;  
an intensive livestock farm;  
a public use in accordance with the provisions of subsection 6.13 hereof;  
a radio, television or telephone tower;  
a seasonal fruit, vegetable, flower or farm produce sales outlet, provided such produce is the product of the farm on which such sales outlet is located;  
a home occupation or a rural home occupation;  
an oil or gas well;  
a wayside pit."

4. That subsections 7.2.1.4, 7.2.1.5, 7.2.1.6, 7.2.1.7, and 7.2.1.8 to By-Law Number 466-82, as amended, are hereby deleted and replaced with the following subsections.

**"7.2.1.4 FRONT YARD:**

Minimum depth	10 metres
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except for a livestock barn or manure storage building and structure, the front yard shall be the greater of 30 metres or such minimum distance from the front lot line as determined through the application of the Minimum Distance Separation Formula (MDS II) calculated using Appendix 1 of this By-Law.

4. -cont'd

7.2.1.5 REAR YARD:

Minimum depth 7.5 metres

except for a livestock barn or manure storage building and structure, the rear yard shall be the greater of 10 metres or such minimum distance separation from the rear lot line as determined through the application of the MDS II calculated using Appendix 1 of this By-Law.

7.2.1.6 INTERIOR SIDE YARD:

Minimum width 3 metres

except for a livestock barn or manure storage building and structure, the interior side yard shall be the greater of 10 metres or such minimum distance separation from the interior side lot line as determined through the application of the MDS II calculated using Appendix 1 of this By-Law.

7.2.1.7 EXTERIOR SIDE YARD:

Minimum width 10 metres

except for a livestock barn or manure storage building and structure, the exterior side yard shall be the greater of 30 metres or such minimum distance from the exterior side lot line as determined through the application of the MDS II calculated using Appendix 1 of this By-Law.

7.2.1.8 SETBACK:

Minimum distance from centreline of

a Provincial Highway	33 metres
a County Road	30 metres
a Township Road	25 metres
all other streets	20 metres

except for a livestock barn or manure storage building and structure, the setback shall be the greater of 45 metres or the sum of 16 metres plus the Front Yard measure determined through the application of the MDS II calculated using Appendix 1 of this By-Law."

5. That subsection 7.2.1.13 to By-Law Number 466-82, as amended, is hereby deleted and replaced with the following subsections.

"7.2.1.13 MINIMUM DISTANCE SEPARATION REQUIREMENTS FOR LIVESTOCK BARN AND STRUCTURES:

In addition to the minimum yard and setback requirements contained herein, agricultural buildings and structures hereafter erected, modified, enlarged and/or used for the housing of livestock shall meet the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula II (MDS II) calculated using Appendix 1 of this By-Law.



5. -cont'd

7.2.1.13 -cont'd

In the case where an agricultural building and structure is being erected and/or used in the vicinity of an existing institutional use, the Factor from Column 2 of the Minimum Distance Separation Formula in Appendix 1 of this By-Law shall be given the value of 1.0.

7.2.1.13A MINIMUM DISTANCE SEPARATION REQUIREMENTS FOR MANURE STORAGE STRUCTURES:

In addition to the minimum yard and setback requirements contained herein, manure storage structures erected, modified or enlarged shall meet the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula II (MDS II) calculated using Appendix 1 of this By-Law.

In the case where a manure storage structure is being erected and/or used in the vicinity of an existing institutional use, the Factor from Column 2 of the Minimum Distance Separation Formula in Appendix 1 of this By-Law shall be given the value of 1.0."

7.2.1.13B SUPPLEMENTARY REQUIREMENT FOR INTENSIVE LIVESTOCK FARMS:

For new Intensive Livestock Farms or farms expanding to the size of an Intensive Livestock Farm, new buildings and/or structures and/or additions to existing buildings and/or structures used or erected for the purpose of housing livestock shall be permitted only when a Certificate of Compliance incorporating a nutrient management plan is obtained from or renewed by the Ontario Ministry of Agriculture, Food and Rural Affairs."

6. That subsection 8.1 to By-Law Number 466-82, as amended, is hereby amended by adding the words "or an intensive Livestock farm" following the words "a detached single family dwelling house if accessory to a farm or a commercial farm", and "an intensive Livestock farm" following the words "a farm", so that the subsection reads as follows:

"8.1 USES PERMITTED

No person shall within any A2 Zone use any lot or erect, alter or use any building or structure for any purpose except one or more of the following A2 uses:

a detached single-family dwelling house if accessory to a farm or a commercial farm or an intensive livestock farm;  
a commercial farm;  
a farm;  
an intensive Livestock farm;  
a public use in accordance with the provisions of subsection 6.13 hereof;  
a private airfield;  
a radio, television or telephone tower;  
a seasonal fruit, vegetable, flower or farm produce sales outlet, provided such produce is the product of the farm on which such sales outlet is located;  
a home occupation or a rural home occupation;  
an oil or gas well  
a wayside pit."

7. That subsections 8.2.1.4, 8.2.1.5, 8.2.1.6, 8.2.1.7 and 8.2.1.8 to By-Law Number 466-82, as amended, are hereby deleted and replaced with the following subsections.

8.2.1.4 FRONT YARD:

Minimum depth 10 metres

except for a livestock barn or manure storage building and structure, the front yard shall be the greater of 30 metres or such minimum distance from the front lot line as determined through the application of the Minimum Distance Separation Formula II (MDS II) calculated using Appendix 1 of this By-Law.

8.2.1.5 REAR YARD:

Minimum depth 7.5 metres

except for a livestock barn or manure storage building and structure, the rear yard shall be the greater of 10 metres or such minimum distance separation from the rear lot line as determined through the application of the MDS II calculated using Appendix 1 of this By-Law.

8.2.1.6 INTERIOR SIDE YARD:

Minimum width 3 metres

except for a livestock barn or manure storage building and structure, the interior side yard shall be the greater of 10 metres or such minimum distance separation from the interior side lot line as determined through the application of the MDS II calculated using Appendix 1 of this By-Law.

8.2.1.7 EXTERIOR SIDE YARD:

Minimum width 10 metres

except for a livestock barn or manure storage building and structure, the exterior side yard shall be the greater of 30 metres or such minimum distance from the exterior side lot line as determined through the application of the MDS II calculated using Appendix 1 of this By-Law.

8.2.1.8 SETBACK:

Minimum distance from centreline of:

a Provincial Highway	33 metres
a County Road	30 metres
a Township Road	25 metres
all other streets	20 metres

except for a livestock barn or manure storage building and structure, the setback shall be the greater of 45 metres or the sum of 16 metres plus the Front Yard measure determined through the application of the MDS II calculated using Appendix 1 of this By-Law."

8. That subsection 8.2.1.13 to By-Law Number 466-82, as amended, is hereby deleted and replaced with the following subsection.

**"8.2.1.13 MINIMUM DISTANCE SEPARATION REQUIREMENTS FOR LIVESTOCK BARNs AND STRUCTURES:**

In addition to the minimum yard and setback requirements contained herein, agricultural buildings and structures hereafter erected, modified, enlarged and/or used for the housing of livestock shall meet the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula II (MDS II) calculated using Appendix 1 of this By-Law.

In the case where an agricultural building and structure is being erected and/or used in the vicinity of an existing institutional use, with the exception of a school, the Factor from Column 2 of the Minimum Distance Separation Formula in Appendix 1 of this By-Law shall be given the value of 1.0

**8.2.1.13A MINIMUM DISTANCE SEPARATION REQUIREMENTS FOR MANURE STORAGE STRUCTURES:**

In addition to the minimum yard and setback requirements contained herein, manure storage structures erected, modified or enlarged shall meet the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula II (MDS II) calculated using Appendix 1 of this By-Law.

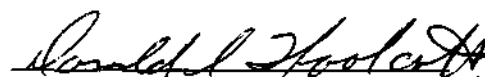
In the case where a manure storage structure is being erected and/or used in the vicinity of an existing institutional use, with the exception of a school, the Factor from Column 2 of the Minimum Distance Separation Formula in Appendix 1 of this By-Law shall be given the value of 1.0.

**8.2.1.13B SUPPLEMENTARY REQUIREMENT FOR INTENSIVE LIVESTOCK FARMS:**

For new Intensive Livestock Farms or farms expanding to the size of an Intensive Livestock Farm, new buildings and/or structures and/or additions to existing buildings and/or structures used or erected for the purpose of housing livestock shall be permitted only when a Certificate of Compliance incorporating a nutrient management plan is obtained from or renewed by the Ontario Ministry of Agriculture, Food and Rural Affairs."

9. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this **4th** day of **February** 1998.



Mayor **Donald S. Woolcott**



Clerk **Keith Reibling**

cont'd

READ a third time and finally passed this      day of      1998.

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Mayor

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Clerk

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1261-99

YEANDLE DRAIN 1999

A By-law to provide for a drainage works in the Township of Blandford-Blenheim in the Restructured County of Oxford.

**WHEREAS** the requisite number of owners have petitioned the Council of the Corporation of the Township of Blandford-Blenheim (the "Corporation") in the Restructured County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

TOWNSHIP OF BLANDFORD-BLENHEIM

Part of Lots 10, 11 and 12, Concession 3 (former Blenheim)

Part of Lots 10, 11 and 12, Concession 4 (former Blenheim)

Part of Township Road 4 (former Blenheim)

**AND WHEREAS** the estimated cost of constructing the Drainage Works is \$92,400.00.

**AND WHEREAS** \$92,400.00 is the amount to be contributed by the Corporation for construction of the Drainage Works.

**AND WHEREAS** the Corporation has received its annual debt and financial obligation limit for 1998 from the Ministry of Municipal Affairs (the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable.

**THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim pursuant to the Drainage Act, R.S.O. 1990, enacts as follows:

1. The report dated January 30, 1999 and attached hereto, is hereby adopted and the Drainage Works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2.
  - (1) The Corporation may borrow on the credit of the Corporation the amount of \$92,400.00, being the necessary amount for construction of the Drainage Works.
  - (2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,
    - (a) grants received under Section 85 of the Act;
    - (b) commuted payments made in respect of lands and roads assessed within the municipality;
    - (c) moneys paid under subsection 61(3) of the Act; and

such debentures shall be made payable within a term not to exceed five (5) years from the date of the debenture(s) and shall bear interest at a rate to be established by the County at the time such debenture(s) are issued.

The Restructured County of Oxford shall handle the sale of such debenture(s). The Corporation shall make annual payments of principal and interest in respect of the debenture(s) issued by the Restructured County of Oxford to the County on or before their respective due dates.

3. In each year during the currency of the debentures there shall be levied upon the lands and roads set forth in the attached Schedule "A" and raised by a special rate, an amount sufficient to redeem the principal and interest on the debenture(s), such amount shall be collected in the same manner and at the same time as other taxes are collected in each year of the currency of the debenture(s).

SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
3	L. 10 (Ralph & Janet Sparks)	\$ 843.00
3	L. 11 (Robert & Elizabeth McCrow)	18,977.00
3	Pt. N. ½ L. 12 (Lyle & Jeffrey Yeandle & Robert Gilroy)	8,624.00
3	Pt. N. ½ L. 12 (Jeffrey Yeandle & Robert Gilroy)	2,290.00
4	Pt. L. 11 (Daniel & Lori Banko)	37,910.00
4	SE ¼ L. 12 (Lyle & Jeffrey Yeandle & Robert Gilroy)	6,444.00
4	Pt. 12 (Llodyn Farms Ltd.)	862.00
	Imperial Oil Pipeline - Special Assessment	<u>6,695.00</u>
	SUB-TOTAL	\$82,645.00
	Township Road 4	6,895.00
	Township Road 4 - Special Assessment	<u>2,860.00</u>
	<b>TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM</b>	<b><u>\$92,400.00</u></b>

4. For paying the sum of \$9,755.00, being the amount assessed upon the lands and roads belonging to or controlled by the municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Township of Blandford-Blenheim and shall be payable from the current revenue at the time construction of the drain is completed and the costs assessed.
5. This by-law comes into force on the passing thereof and may be cited as **"YEANDLE DRAIN 1999 BY-LAW"**.


First Reading: March 3<sup>rd</sup>, 1999.

Second Reading: March 3<sup>rd</sup>, 1999.

Provisionally adopted this 3rd day of March, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator.

Third Reading: April 21st, 1999.

Enacted the 21st day of April, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

KEITH REIBLING, A.M.C.T., Clerk-Administrator  
MAUREEN SIMMONS, A.M.C.T., Treasurer/Collector  
WILLIAM VANCE, Road Manager  
JAMES WATSON, C.E.T., Building and Drainage Inspector



P.O. Box 100  
Telephone: (519) 463-5347  
Fax: (519) 463-5881

**TOWNSHIP OF BLANDFORD-BLENHEIM**

47 Wilmot Street South

**DRUMBO, ONTARIO**

N0J 1G0

March 8, 1999.

**TO ALL LANDOWNERS IN THE  
"YEANDLE DRAIN 1999" WATERSHED**

**NOTICE OF SITTING OF COURT OF REVISION**

The Drainage Act, R.S.O. 1990, Chapter D.17, Section 46(1) and (2)

Notice is hereby given that a Court of Revision will be held at the Township Office, Drumbo, Ontario, on the **7th day of April, 1999**, at **11:15 A.M.**, to hear any owner of land or, where roads in the local municipality are assessed, any ratepayer, who complains that his or any other land that should have been assessed has not been assessed or that due consideration has not been given or allowance made as to type or use of land, who personally, or by his agent, has given notice in writing to the Clerk of the initiating municipality that he considers himself aggrieved for any or all such causes.

The last date for notice shall be **FRIDAY, MARCH 26th, 1999.**

  
\_\_\_\_\_  
Keith Reibling,  
Clerk-Administrator

If no notice of intention to make application to quash a by-law is served upon the Clerk of the initiating municipality within ten days after the passing of the by-law, or where a notice of intention has been given, if an application to quash is not made to the referee within three months after the passing of the by-law, or so much thereof as is not the subject of or is not quashed upon any such application, is valid and binding according to its terms, so far as it prescribes or directs anything within the proper competence of the Council; The Drainage Act, R.S.O. 1990, Chapter D.17, Section 58(2).

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1262-99

Being a by-law to establish an Interim Tax Levy for the year 1999.

**WHEREAS**, Section 370 (1) of the Municipal Act, Chapter M 45. RSO 1990 as amended provides that the council of a local municipality, before the adoption of the estimates for the year, may pass a by-law levying a separate tax rate, as specified in the by-law, on the assessment in each property class.

**WHEREAS**, Section 370 (3) of the Municipal Act, Chapter M 45 RSO 1990 as amended states the restrictions on rates, where the rate on a property class must be set so that the amount raised, does not exceed 50 per cent of the amount raised for all purposes in the previous year by levying of tax rates on the properties that, in the current year, are in the property class.

**WHEREAS**, Ontario Regulation 711/98 allows municipalities to impose a 1999 interim levy on properties in the residential and farm, pipeline, farmlands and managed forest property classes.

**NOW THEREFORE**, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That for the year 1999 the following interim tax rates shall be levied on all real property taxable within the residential, farmland, pipeline and managed forest classes according to the last revised assessment roll, where such properties are not combined with commercial, industrial, large industrial and/or multi-residential classes.

Residential/Farm	.00647782
Farmland	.00166042
Pipeline	.01322185
Managed Forest	.00134312

2. Local improvement charges for municipal drainage debenture loans, tile drainage debenture loans, the Bright Water System, and the Plattsville water/sewage, shall have ½ of the total due for the year placed on the interim bill.
3. Amounts placed on the collectors roll in 1999 for unpaid accounts with the County of Oxford for Drumbo Water and Sewage and Blandford-Blenheim PUC shall have ½ of the total due for the year placed on the interim bill.
4. The said interim tax levy shall be due and payable in two installments to the Township office 47 Wilmot Street S. Drumbo On N0J 1G0 on or before the following dates:

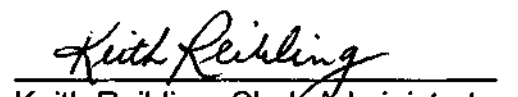
First Installment	March 29, 1999
Second Installment	May 25, 1999

By-law **READ** a **FIRST** and **SECOND** time this 3<sup>rd</sup> day of March 1999.

By-Law **READ** a **THIRD** time and **ENACTED** in Open Council this 3<sup>rd</sup> day of March 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1263-99

Being a By-law to restrict the Weight of Vehicles passing over Two (2) overhead railway bridge structures in the Township.

**WHEREAS** the Highway Traffic Act, R.S.O. 1990, Chapter H.8, Section 123, Subsection (2), and amendments thereto, provides that:

"The Municipal Corporation or any other authority having jurisdiction over a bridge may by by-law approved by the Ministry limit the gross vehicle weight of any vehicle or any class thereof passing over such a bridge, and the requirements of subsection (1) with respect to the posting up of notice apply thereto,"

**AND WHEREAS** it is deemed expedient to limit the weight of vehicles passing over bridges in the Township of Blandford-Blenheim based on a report contained in a letter dated February 25<sup>th</sup>, 1998, as prepared by J.A. Bond, P.Eng., and G. Nowak, P.Eng., Structural Engineers of the Engineering Fields Operations, Bridges and Structures Division of Canadian National.

**NOW THEREFORE** the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. No vehicle or combination of vehicles or any class thereof whether empty or loaded, shall be operated over the bridge situate on the Road Allowance between Lots 6 and 7, in the 1<sup>st</sup> Concession (Former Blenheim); Structure No. 42; M.T.O. Site No. 23-328; CN No. M.35.50; where the gross weight of such vehicle or combination of vehicles or any class thereof exceeds -

Ten (10) TONNES	for a Single Vehicle
Fifteen (15) TONNES	for a Combination of Two Vehicles
Twenty-Four (24) TONNES	for a Combination of Three Vehicles
2. No vehicle or combination of vehicles or any class thereof whether empty or loaded, shall be operated over the bridge situate on the Road Allowance between Lots 17 and 19, in the 1<sup>st</sup> Concession (Former Blenheim); Structure No. 48; M.T.O. Site No. 23-324; CN No. M.40.02; where the gross weight of such vehicle or combination of vehicles or any class thereof exceeds -

Nine (9) TONNES	for a Single Vehicle
Fourteen (14) TONNES	for a Combination of Two Vehicles
Twenty-Two (22) TONNES	for a Combination of Three Vehicles
3. Every person who contravenes any of the provisions of a By-law made under subsection 104b(2) is guilty of an offence and on conviction is liable to a fine in accordance with the provisions outlined in Section 106, as amended, of The Highway Traffic Act.
4. By-law Number 1109-96, enacted the 5<sup>th</sup> day of June, 1996, is hereby repealed.
5. This By-law shall not become effective until a notice of limit of weight permitted, legibly printed, has been posted in a conspicuous place at each end of the bridge.

6. The provisions of this by-law shall be in effect for a five (5) year period from the date of enactment.

By-law **READ** a **FIRST** and **SECOND** time this 3<sup>rd</sup> day of March, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 3<sup>rd</sup> day of March, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

**CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM**

**BY-LAW NUMBER 1264-99**

A By-Law to Regulate Manure Management for Certain Livestock Operations.

WHEREAS the Council of the Corporation of the Township of Blandford-Blenheim deems it necessary in the public interest to regulate manure management for certain livestock operations;

AND WHEREAS, pursuant to Section 102 of the Municipal Act, R.S.O. 1990, as amended from time to time, by-laws may be enacted by local municipal Councils for the health, safety and welfare of the public;

AND WHEREAS, pursuant to Section 210, para. 144, of the Municipal Act, as amended, by-laws may be enacted by local municipal councils for regulating the location, erection and use of stables, barns and manure pits;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM ENACTS AS FOLLOWS:

**SECTION 1 - TITLE**

This By-Law may be cited as the "Nutrient Management By-Law".

**SECTION 2 - SCOPE**

This By-Law shall apply to all lands where farming is a permitted use within the limits of the Corporation of the Township of Blandford-Blenheim.

**SECTION 3 - DEFINITIONS**

For the purpose of this By-Law, the definitions and interpretation of this Section apply:

- 3.1 **Alter** shall mean any alteration in a bearing wall or partition or column, beam girder or other supporting member of a building or structure or any increase in the area, volume or capacity of a building or structure, but shall not include a building repair required solely to repair damage due to an accidental cause or an act of God. The words altered and alteration shall have a corresponding meaning.
- 3.2 **Building** includes any structure whether temporary or permanent, used or built for any purpose other than a lawful boundary, wall or fence. Any enclosure, awning, bin, bunk, or other container, or platform, used upon any land or in conjunction with or connected to any structure for any purpose shall be deemed a building.
- 3.3 **Code, National Farm Building (1995)** is a regulation for the design, construction, remodelling and evaluation of a wide variety of farm buildings other than living quarters. Contains recommendations designed to obtain safe and efficient performance and economy within such buildings.
- 3.4 **Code, Ontario Building** is a set of regulations prepared by the Ministry of Municipal Affairs and Housing consisting of building requirements to minimize the risk of injury and property damage from structural failure and fire and health hazards.
- 3.5 **Consultant in Agriculture** means a practicing agricultural professional specializing in all aspects of sound agronomical, economical and environmental crop production who has been certified and/or recommended by the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA).
- 3.6 **Corporation** means the Corporation of the Township of Blandford-Blenheim.

- 3.7 **Erect** includes build, construct, or reconstruct, alter, enlarge, and relocate and without limiting the generality of the foregoing, shall be taken to include any associated physical operation such as excavating, grading, berming, piling, cribbing, filling, or draining, structurally altering any existing building or structure by an addition, deletion, enlargement or extension. Erect shall not mean the re-construction of a building where such building is partially or totally destroyed by an accidental cause or an act of God.
- 3.8 **Existing** means existing on the date of passing of this By-Law.
- 3.9 **Farm Unit** means the composite of all parcels operated as a farm, the principal farm residence, any accessory residences, woodlot, barns and other structures necessary to support agricultural and ancillary uses.
- 3.10 **Intensive Livestock Farm** means the number of livestock units on the farm unit is 50 or more and the ratio of livestock units to tillable acres on the farm unit is 2 or greater, where livestock unit equivalency is defined by the following table:

ANIMAL GROUP	ANIMALS PER LIVESTOCK UNIT	ANIMALS
Beef	1	Beef Cow <sup>1</sup> - barn confinement or barn with yard
	2	Beef Feeders - barn confinement or barn with yard
Chicken	125	Layers - Caged Layers or Chicken Breeder Layers
	200	Chicken Broilers/Roasters
	500	Pullets (replacement layers)
Dairy	1	Milking Cow <sup>1,2</sup> - tie stall or free stall
	2	Dairy Heifers - barn confinement or barn with yard
Duck	100	Ducks
Emu	5	Emu
Fox	40	Adult Fox <sup>4</sup>
Goat	4	Adult Goats <sup>3</sup>
	10	Feeder Goats (>20 kg)
Horse	1	Horse <sup>3</sup>
Mink	80	Adult Mink <sup>4</sup>
Ostrich	3	Ostrich
Rabbit	40	Adult Rabbits <sup>4</sup>
Sheep	4	Adult Sheep <sup>3</sup>
	10	Feeder Lambs (>20 kg)
Swine	5	Sows/Boars
	4	Feeder Hogs (30-120 kg)
	20	Weaners (4-30 kg)
Turkey	50	Meat Turkeys (>10 kg)
	75	Meat Turkeys (5 - 10 kg) or Turkey Breeder Layers
	100	Meat Turkeys (<5 kg)
	500	Pullets (replacement breeders)
Veal	6	White Veal
	3	Red Veal (<300 kg)

<sup>1</sup> Includes calf to 150 kg

<sup>2</sup> A dairy/cow-calf farm usually has milking cows, dry cows, heifers and calves. Multiply the number of milking/nursing cows by 1.5 to account for the followers when they are kept on the same farm

<sup>3</sup> Includes offspring until weaned

<sup>4</sup> Includes offspring to market size

<sup>5</sup> Multiply number of sows by 2.4 to determine the number of weaners

Note: For all other animals/poultry use 1 livestock unit per 450 kg housed at one time.

or the number of livestock units on the farm unit is 150 or more.

- 3.11 **Livestock** means chickens, turkeys, cattle, hogs, horses, mink, rabbits, sheep, goats, fur bearing animals, or any other domestic animal used for consumption.
- 3.12 **Livestock Barn** is a building used for the housing, feeding or keeping of livestock.
- 3.13 **Livestock Manure** is principally composed of livestock feces and urine, and may include some bedding material and some dilution water.
- 3.14 **Livestock Unit** refers to the equivalent values for various types of animals and poultry based on manure production and production cycles as outlined in the definition of Intensive Livestock Farm.
- 3.15 **Manure Storage Facility** means an earthen, steel or concrete containment system, with or without a roof or covering enclosing the surface area of the container, used for the storage of liquid or solid livestock manure.
- 3.16 **Nutrient Management Plan** means the science-based process for optimizing the relationship between the land-based application of nutrients, farm management techniques, crop requirements, and land use and is consistent with the nutrient management review criteria of the Ontario Ministry of Agriculture Food and Rural Affairs as well as with the standards and practices of the Best Management Practices pertaining to nutrient management published from time to time by the Ontario Ministry of Agriculture, Food and Rural Affairs. (See Appendix A for a more complete description of a Nutrient Management Plan.)
- 3.17 **Operator** is a person who owns the livestock, or is responsible for the care, control and management of the livestock, on an Intensive Livestock Farm.
- 3.18 **Owner** is a person who owns the land or buildings on which an Intensive Livestock Farm is operated.
- 3.19 **Permitted** shall mean permitted by this By-Law.
- 3.20 **Person** includes any individual, association, partnership, corporation, municipal corporation, agent or trustee and the heirs, executors or other legal representative of a person to whom the context can apply according to law.
- 3.21 **Solid Livestock Manure** means livestock manure with an average dry matter content ranging from 20 to 100 percent by weight.
- 3.22 **Third Party Review** means a review of a Nutrient Management Plan by staff of the Ontario Ministry of Agriculture, Food and Rural Affairs or a Consultant in Agriculture, and includes confirmation as provided in Appendix A-1 to this By-Law that the Nutrient Management Plan is consistent with the nutrient management review criteria standards and practices of the Nutrient Management Plan Best Management Practices published from time to time by the Ontario Ministry of Agriculture, Food and Rural Affairs.

#### **SECTION 4 - APPLICATION, ADMINISTRATION AND ENFORCEMENT**

##### **4.1 Application**

No person shall use any land, or erect, alter or use any livestock barn or manure storage facility or part thereof within the limits of the Corporation except in conformity with the provisions of this By-Law and the Township Zoning By-Law.

##### **4.2 Administration and Enforcement**

This By-Law shall be administered and enforced by such person or persons as shall be appointed from time to time by the Corporation and in accordance with the Nutrient Management Strategy attached as Appendix A.

##### **4.3 Inspection**

The Chief Building Official for the Township of Blandford-Blenheim, or any inspector duly authorized pursuant to the Building Code Act, or the By-Law Enforcement Officer is hereby authorized to enter with prior notification at any reasonable time on any day upon any property or premises for the purpose of discharging his duties and obligations under this By-Law, or if there is reason to believe that the provisions of the By-Law are not being complied with in whole or in part.

##### **4.4 Application for Permit**

4.4.1 No person shall erect, alter or use any livestock barn or manure storage facility or part thereof within the limits of the Corporation of the Township of Blandford-Blenheim, unless a Building Permit has been issued by the Township Building Official.

4.4.2 In addition to all the requirements of the Ontario Building Code, as amended, the National Farm Building Code, as amended, or any other By-Law of the Corporation, every applicant for a Building Permit for a livestock barn or a manure storage facility shall be assessed to determine whether the farm operation meets or will meet, once the existing barn or manure storage facilities have been altered, the definition of an Intensive Livestock Farm.

4.4.3 Every owner and/or operator whose farm operation meets or will meet the definition of an Intensive Livestock Farm shall, prior to the issuance of a Building Permit, satisfy the Chief Building Official that the following requirements have been met:

- (1) The livestock barn(s) and/or manure storage facility(ies) will be located in accordance with the Ontario Ministry of Agriculture, Food and Rural Affairs Minimum Distance Separation Formula II, as provided in Section 7 and Appendix E to this By-Law, and as established by Township Zoning By-Law No. 466-82;
- (2) The owner and/or operator has developed a nutrient management plan in accordance with the Nutrient Management Strategy attached as Appendix A to this By-Law, and required under Township Zoning By-Law No. 466-82; and
- (3) With respect to construction standards and sizing, the proposed facility meets the requirements set out in Section 6.1 of this By-Law.

## **SECTION 5 - NUTRIENT MANAGEMENT PLAN**

### **5.1 Nutrient Management Plan Required for a Permit**

5.1.1 The requirement for a Nutrient Management Plan shall only apply to Intensive Livestock Farms as defined herein. A Nutrient Management Plan shall be completed in accordance with the Nutrient Management Strategy (attached as Appendix A) prior to the issuance of a Building Permit:

- (i) for erecting a new livestock barn and/or manure storage facility, or
- (ii) for altering a livestock barn or manure storage facility.

5.1.2 Prior to the issuance of a Building Permit, the owner and/or operator shall demonstrate that the Nutrient Management Plan has undergone Third Party Review, and that any concerns or issues with respect to the plan identified in the review have been addressed to the satisfaction of the Corporation.

### **5.2 Land Base Requirement**

5.2.1 A sufficient, tillable land base shall be maintained for the application of livestock manure as prescribed by the Nutrient Management Plan.

5.2.2 All lands not owned by the owner and/or operator which constitute a portion of the tillable land base for the purposes of a Nutrient Management Plan shall be located within a 10 kilometre (6 mile) radius of the property containing the livestock barn where the manure is being produced. The measure will be taken from the property containing the livestock barn where the livestock manure is being produced to the nearest part of any lands within a 10 kilometre (6 mile) radius. The 10 kilometre (6 mile) radius shall be verified using the form attached as Appendix B to this By-Law, in accordance with the Nutrient Management Strategy in Appendix A.

5.2.3 The submission of the Nutrient Management Plan shall be accompanied by signed agreements as outlined in Appendix C with persons whose lands will be used for the application of livestock manure and which are not owned by the owner and/or operator.

5.2.4 For the owner and/or operator of an Intensive Livestock Farm who owns less than 100 percent of the tillable land base required for the application of livestock manure, the owner shall be required to submit to the municipality by April 1<sup>st</sup> of each year, documentation to demonstrate that the intensive livestock farm will meet the tillable land base requirements, as set out above, for the following year, including all signed and executed agreements for the use of lands for application of livestock manure in accordance with the form outlined in Appendix C.

### **5.3 Alternative Disposition of Solid Livestock Manure**

5.3.1 If the owner and/or operator wishes to dispose of solid livestock manure by alternative off-site arrangements, he shall set out these alternative arrangements as part of the Nutrient Management Plan and any agreement shall provide for appropriate and adequate solid manure storage and management by the purchaser in accordance with recognized best environmental management practices.

- 5.3.2 In the case of alternative disposition of solid livestock manure, the submission of the Nutrient Management Plan shall be accompanied by a signed agreement as outlined in Appendix D with persons who will be acquiring a quantity of solid livestock manure, which shall be defined in the agreement.
- 5.3.3 The owner and/or operator shall demonstrate to the Corporation that the alternative arrangement for disposal of solid livestock manure has been recommended by the Ontario Ministry of Agriculture, Food and Rural Affairs, and that any concerns or issues identified with the arrangement have been addressed to the satisfaction of the Corporation.

#### **5.4 Nutrient Management Plan Renewal**

- 5.4.1 Any owner and/or operator who has completed a Nutrient Management Plan in accordance with this By-Law or any other By-Law is responsible for renewing the Nutrient Management Plan every three years, effective April 1st of the third year.
- 5.4.2 The renewal of a Nutrient Management Plan shall require Third Party Review.
- 5.4.3 The submission of the Nutrient Management Plan renewal shall be accompanied by signed statements as outlined in Appendix A-1 and as required by Section 5.2 of this By-Law prior to being deemed to be renewed by the Corporation.

### **SECTION 6 - PROVISIONS FOR MANURE STORAGE FACILITIES**

#### **6.1 Construction Standard and Sizing**

No manure storage facilities shall be constructed or altered, except in accordance with the following provisions:

- 6.1.1 Manure storage facilities shall be designed and constructed in accordance with the provisions of the Ontario Building Code, as amended, with specific reference to CAN/CSA A23.3 - M84 "Design of Concrete Structures for Buildings", and the National Farm Building Code, as amended, or the Agricultural Pollution Control Manual, as amended, in the case of earthen manure storage facilities.
- 6.1.2 All manure storage facilities for solid livestock manure shall be required to have a method for the adequate elimination and/or management of liquids. Prior to obtaining a building permit, the owner and/or operator shall demonstrate that the method for adequate elimination and/or management of liquids has been recommended by the Ontario Ministry of Agriculture, Food and Rural Affairs or a Consultant in Agriculture, and that all identified concerns have been resolved to the satisfaction of the Corporation.
- 6.1.3 For Intensive Livestock Farms, new manure storage facilities, or existing manure storage facilities being expanded, require sufficient manure storage to be verified in accordance with the Nutrient Management Strategy attached as Appendix A. For the purpose of this By-Law, sufficient livestock manure storage consists of a minimum of 240 days storage.



## **SECTION 7 - MINIMUM DISTANCE SEPARATION**

- 7.1 Prior to the issuance of a Building Permit, the owner and/or operator shall demonstrate that livestock barns and manure storage facilities will be located in accordance with the Ontario Ministry of Agriculture, Food and Rural Affairs' Minimum Distance Separation Formula II, as provided for in Appendix E to this By-Law, and as required by Township Zoning By-Law No. 466-82.
- 7.2 Where the livestock barn or manure storage facility cannot satisfy the requirements of Minimum Distance Separation Formula II, the owner may apply to the Township Committee of Adjustment for a minor variance pursuant to The Planning Act, R.S.O. 1990, as amended.
- 7.3 An owner who is granted a minor variance by the Township Committee of Adjustment for a livestock barn or manure storage facility, shall be deemed to satisfy the requirements of the Minimum Distance Separation Formula II.

## **SECTION 8 - ISSUANCE OF PERMIT**

A Building Permit shall be issued for a livestock barn or manure storage facilities for Intensive Livestock Farm operations upon demonstration to the satisfaction of the Chief Building Official at the completion of the following:

- compliance with minimum separation distance requirements as set out in Section 7 of this By-Law, and Township Zoning By-Law 466-82;
- compliance with construction and standard sizing requirements for manure storage facilities as set out in Section 6 of this By-Law;
- compliance with the nutrient management planning requirements as set out in Section 5 of this By-Law, and Township Zoning By-Law 466-82.

## **SECTION 9 - VIOLATION AND PENALTIES**

Every person who uses, erects or alters any livestock barn or manure storage facility in a manner contrary to any requirements of this By-Law or who causes or permits such use, erection, or alteration or who violates any provision of this By-Law or causes or permits a violation, shall be guilty of an offence and upon conviction thereof shall forfeit and pay a penalty not exceeding two thousand dollars (\$2,000.00) (exclusive of costs) for each offence, and each day of the occurrence of the offence shall be deemed to be a separate occurrence for each such offence, and every such penalty shall be recoverable under The Municipal Act, R.S.O. 1990, and The Provincial Offences Act, R.S.O. 1990.

## **SECTION 10 - VALIDITY**

If any section, clause or provision of this By-Law, including anything contained in the appendices attached hereto, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-Law as a whole or any part thereof other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this By-Law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

**SECTION 11 - REMEDIES**


- 11.1 In case any building or structure is to be erected, altered, extended or part thereof is to be used, or any land is to be used, in contravention of any requirement of this By-Law, such contravention may be restrained by the Corporation, provided that such action shall be taken in accordance with the Complaint Process contained within the Nutrient Management Strategy attached as Appendix A or pursuant to the provisions of The Municipal Act, R.S.O. 1990 as amended.
- 11.2 Notwithstanding Section 11.1 to this By-Law, it is the expectation of the Corporation that the owner and/or operator will remain in full compliance with the approved Nutrient Management Plan at all times by complying with all requirements and practices set out in the approved Nutrient Management Plan. If for unforeseen circumstances or Acts of God, this is not possible, the owner and/or operator shall be required to document any change in practice from the approved Nutrient Management Plan and such documentation shall be made available to the Corporation in the event of a Complaint against the intensive livestock farm operation.
- 11.3 Notwithstanding Section 11.2 to this By-Law, the owners and/or operators must at all times be in compliance with the land base requirements set out in Section 5.2 of this By-Law.

READ a first and second time this **3rd** day of **March** 1999.

READ a third time and finally passed this **3rd** day of **March** 1999.

  
\_\_\_\_\_  
Donald S. Woolcott, MAYOR

(SEAL)

  
\_\_\_\_\_  
Keith Reibling, CLERK

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1291-99

A By-Law to amend Nutrient Management By-Law Number 1264-99.


WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1264-99,

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Subsections 4.4.2, and 4.4.3 to By-Law Number 1264-99 are hereby amended by deleting the words "farm operation" and replacing them with the words "farm unit".
2. That Subsection 4.4.3(3) to By-Law Number 1264-99 is hereby amended by deleting the words "the proposed facility" and replacing them with the words "the proposed manure storage facility".
3. That Subsection 6.1 to By-Law Number 1264-99 is hereby amended by deleting the word "constructed" and replacing it with the word "erected".

READ a first and second time this 1st day of December 1999.

READ a third time and finally passed this 1st day of December 1999.

  
\_\_\_\_\_  
Donald S. Woolcott  
Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling  
Clerk

BY-LAW NUMBER 1265-99

Minimum	0.7 hectare
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2. -cont'd

9.3.21 LOCATION: PART LOT 17, CONCESSION 7 (BLENHEIM), RR-21

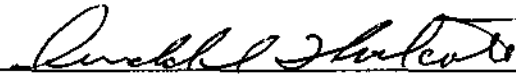
9.3.21.2 -cont'd

9.3.21.2.3 That all the provisions of the RR Zone in Section 9.2 to By-Law Number 466-82, as amended, shall apply, and further that all other provisions of By-Law Number 466-82, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 17<sup>th</sup> day of March 1999.

READ a third time and finally passed this 17<sup>th</sup> day of March 1999.

  
Donald S. Woolcott  
Mayor

(SEAL)

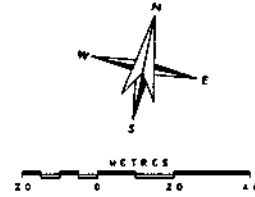
  
Keith Reibling  
Clerk

# SCHEDULE "A"

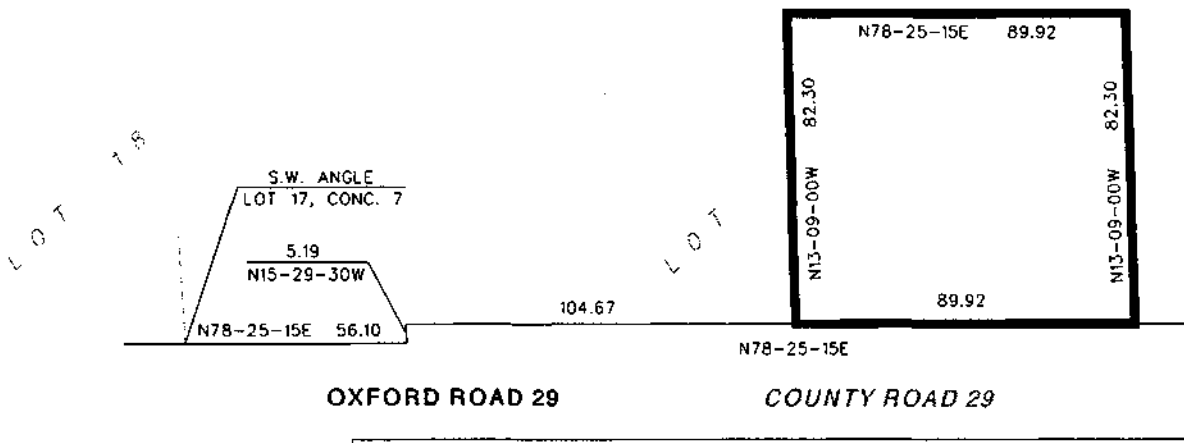
TO BY-LAW No. 1265-99

PART OF LOT 17, CONCESSION 7 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



CONCESSION 7




CONCESSION 6

THIS IS SCHEDULE "A"

TO BY-LAW No. 1265-99, PASSED

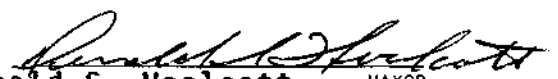
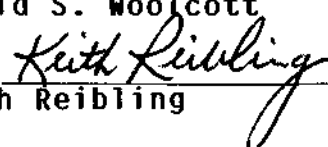
THE 17th DAY OF March, 1999

 AREA OF ZONE CHANGE TO RR-21

NOTE: ALL DIMENSIONS IN METRES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

  
Donald S. Woolcott MAYOR  
  
Keith Reibling CLERK

ZON 1-397

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1265-99

EXPLANATORY NOTE

The purpose of By-Law Number 1265-99 is to rezone property located on the north side of Oxford Road 29, east of Highway 401, comprising Part Lot 17, Concession 7 (Blenheim), in the Township of Blandford-Blenheim from General Agricultural (A2) to Special Rural Residential (RR-21) to permit the non-farm residential use of the severed lot. The By-Law also provides a minimum lot frontage and lot area for the RR-21 Zone. The zone change will implement a condition of approval for consent application #B-103/98 imposed by the County of Oxford Land Division Committee. The subject property is currently owned by Ju-Al Farms Limited.

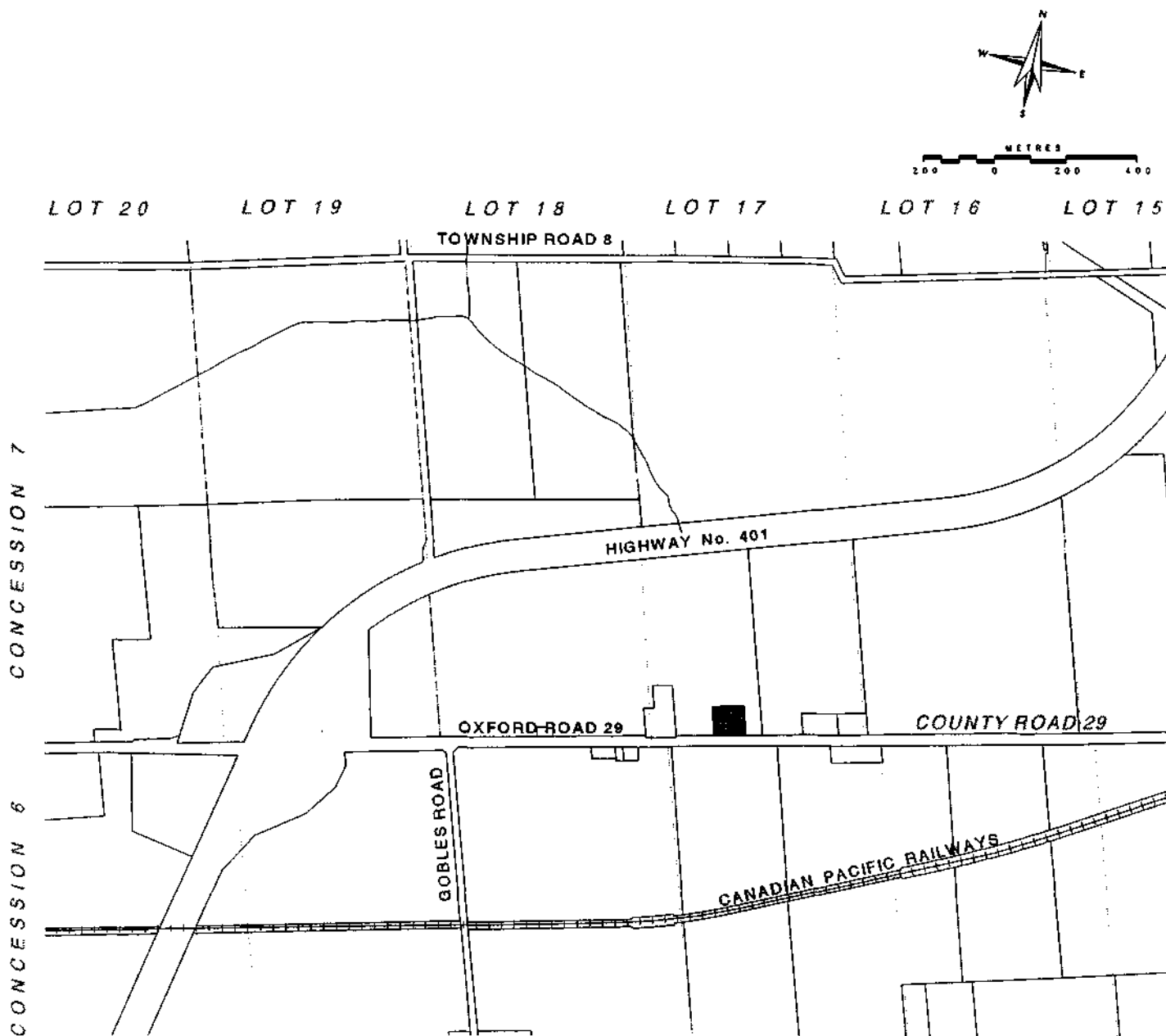
The Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1265-99. The public hearing was held on March 3, 1999.


Any person wishing further information relative to Zoning By-Law Number 1265-99 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



 LANDS TO WHICH BYLAW 1265-99 APPLIES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1254-99

**PRINCETON CEMETERY DRAIN**

A By-law to provide for a drainage works in the Township of Blandford-Blenheim in the Restructured County of Oxford.

**WHEREAS** the requisite number of owners have petitioned the Council of the Corporation of the Township of Blandford-Blenheim (the "Corporation") in the Restructured County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

**TOWNSHIP OF BLANDFORD-BLENHEIM**

Part of Lots 13 and 14, Concession 1 (former Blenheim)

Former Highway No. 2, County of Oxford

**COUNTY OF BRANT**

Part of Lot 14, Concession 1 (former Burford)

Former Highway No. 2, County of Brant

**AND WHEREAS** the estimated cost of constructing the Drainage Works is **\$137,700.00**.

**AND WHEREAS** **\$95,170.00** is the amount to be contributed by the Township of Blandford-Blenheim for construction of the Drainage Works.

**AND WHEREAS** **\$42,530.00** is being assessed to the County of Brant and the assessment schedule is as follows:

**COUNTY OF BRANT**

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
1	Part of Lot 14 (Iewhen & Maria Hrienko)	\$ <u>2,500.00</u>
	SUB-TOTAL	\$ 2,500.00
	County of Brant Roads	<u>40,030.00</u>
	<b>TOTAL ASSESSMENT - COUNTY OF BRANT</b>	<b>\$ <u>42,530.00</u></b>

**AND WHEREAS** the Corporation has received its annual debt and financial obligation limit for 1998 from the Ministry of Municipal Affairs (the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable.

**THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim pursuant to the Drainage Act, R.S.O. 1990, enacts as follows:

1. The report dated January 5<sup>th</sup>, 1999, and attached hereto, is hereby adopted and the Drainage Works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.

By-law Number 1254-99 Cont'd.

2. (1) The Corporation may borrow on the credit of the Corporation the amount of \$137,700.00, being the necessary amount for construction of the Drainage Works.
- (2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,
  - (a) grants received under Section 85 of the Act;
  - (b) moneys assessed in and payable by other municipalities;
  - (c) commuted payments made in respect of lands and roads assessed within the municipality;
  - (d) moneys paid under subsection 61(3) of the Act; and

such debentures shall be made payable within a term not to exceed five (5) years from the date of the debenture(s) and shall bear interest at a rate to be established by the County at the time such debenture(s) are issued.

The Restructured County of Oxford shall handle the sale of such debenture(s). The Corporation shall make annual payments of principal and interest in respect of the debenture(s) issued by the Restructured County of Oxford to the County on or before their respective due dates.

3. In each year during the currency of the debentures there shall be levied upon the lands and roads set forth in the attached Schedule "A" and raised by a special rate, an amount sufficient to redeem the principal and interest on the debenture(s), such amount shall be collected in the same manner and at the same time as other taxes are collected in each year of the currency of the debenture(s).

TOWNSHIP OF BLANDFORD-BLENHEIM  
SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
1	Part of Lot 13 (Laurence Heron)	\$ 228.00
1	Part of Lot 13 (Gordon & Shelley Rose)	228.00
1	Part of Lot 13 (David & Christine Mecke)	228.00
1	Part of Lot 13 (June DeKoning)	228.00
1	Part of Lot 13 (Rick Wiggins)	608.00
1	Part of Lot 13 (Wayne Elliott)	2,356.00
1	Part of Lots 13 & 14 (Ficzere & Sons Ltd.)	6,937.00
1	Part of Lot 14 (Ficzere & Sons Ltd.)	2,303.00
1	Part of Lot 14 (Darrell & Carol-Anne Ingrey)	2,128.00
1	Part of Lot 14 (Norman & Lois Laurie)	2,287.00
1	Part of Lot 14 (William Bell)	3,012.00
1	Part of Lot 14 (Terrance & Rosemarie Dumouchel)	2,021.00
1	Part of Lot 14 (Raphael & Lorraine Devos)	7,657.00
1	Part of Lot 14 (Dennis & Mary Jane Kaufman)	<u>3,467.00</u>
SUB-TOTAL		\$33,697.00
Township Lands		21,443.00
County of Oxford Roads		<u>40,030.00</u>
<b>TOTAL ASSESSMENT -</b>		
<b>TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<b><u>\$95,170.00</u></b>


By-law Number 1254-99 Cont'd.

4. For paying the sum of \$21,443.00, being the amount assessed upon the lands and roads belonging to or controlled by the municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Township of Blandford-Blenheim and shall be payable from the current revenue at the time construction of the drain is completed and the costs assessed.
5. This by-law comes into force on the passing thereof and may be cited as **"PRINCETON CEMETERY DRAIN BY-LAW"**.

First Reading: January 20<sup>th</sup>, 1999.

Second Reading: January 20<sup>th</sup>, 1999.

Provisionally adopted this 20<sup>th</sup> day of January, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator.

Third Reading: April 7th, 1999.

Enacted the 7th day of April, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

KEITH REIBLING, A.M.C.T., Clerk-Administrator  
MAUREEN SIMMONS, A.M.C.T., Treasurer/Collector  
WILLIAM VANCE, Road Manager  
JAMES WATSON, C.E.T., Building and Drainage Inspector



P.O. Box 100  
Telephone: (519) 463-5347  
Fax: (519) 463-5881

**TOWNSHIP OF BLANDFORD-BLENHEIM**  
47 Wilmot Street South  
**DRUMBO, ONTARIO**  
N0J 1G0

January 22, 1999.

**TO ALL LANDOWNERS IN THE  
"PRINCETON CEMETERY DRAIN" WATERSHED**

**NOTICE OF SITTING OF COURT OF REVISION**  
The Drainage Act, R.S.O. 1990, Chapter D.17, Section 46(1) and (2)

Notice is hereby given that a Court of Revision will be held at the Township Office, Drumbo, Ontario, on the **17th day of February, 1999, at 7:30 P.M.**, to hear any owner of land or, where roads in the local municipality are assessed, any ratepayer, who complains that his or any other land that should have been assessed has not been assessed or that due consideration has not been given or allowance made as to type or use of land, who personally, or by his agent, has given notice in writing to the Clerk of the initiating municipality that he considers himself aggrieved for any or all such causes.

The last date for notice shall be **FRIDAY, FEBRUARY 5th, 1999.**

  
\_\_\_\_\_  
Keith Reibling,  
Clerk-Administrator

If no notice of intention to make application to quash a by-law is served upon the Clerk of the initiating municipality within ten days after the passing of the by-law, or where a notice of intention has been given, if an application to quash is not made to the referee within three months after the passing of the by-law, or so much thereof as is not the subject of or is not quashed upon any such application, is valid and binding according to its terms, so far as it prescribes or directs anything within the proper competence of the Council; The Drainage Act, R.S.O. 1990, Chapter D.17, Section 58(2).

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1266-99

A By-Law to amend Zoning By-Law Number 466-82, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Section 7.2 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 7.2.1.17 following subsection 7.2.1.16.

"7.2.1.17 LOCATION OF NEW FARM DWELLINGS:

Farm dwellings hereafter erected shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law."

2. That Section 8.2 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 8.2.1.17 following subsection 8.2.1.16.

"8.2.1.17 LOCATION OF NEW FARM DWELLINGS:

Farm dwellings hereafter erected shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law."

3. That Section 10.2.1 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 10.2.1.17 following subsection 10.2.1.16.

"10.2.1.17 LOCATION OF NEW DWELLINGS:

Dwellings hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law."

4. That Section 11.2.1 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 11.2.1.16 following subsection 11.2.1.15.

"11.2.1.16 LOCATION OF NEW DWELLINGS:

Dwellings hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I or not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."

5. That Section 15.2.1 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 15.2.1.14 following subsection 15.2.1.13.

"15.2.1.14 LOCATION OF NEW MOBILE HOMES:

Mobile homes hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law."

6. That Section 16.2.1.1 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 16.2.1.1.16 following subsection 16.2.1.1.15.

"16.2.1.1.16 LOCATION OF NEW DWELLINGS:

Dwellings hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I or not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."

7. That Section 16.2.2 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 16.2.2.14 following subsection 16.2.2.13.

"16.2.2.14 LOCATION OF NEW BUILDINGS OR STRUCTURES:

Buildings or structures hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I or not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."

8. That Section 18.2.1.1 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 18.2.1.1.16 following subsection 18.2.1.1.15.

**"18.2.1.1.16 LOCATION OF NEW DWELLINGS:**

Dwellings hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law.

Dwellings hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I or not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."

9. That Section 18.2.2 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 18.2.2.14 following subsection 18.2.2.13.

**"18.2.2.14 LOCATION OF NEW BUILDINGS OR STRUCTURES:**

Buildings or structures hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law.

Buildings or structures hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I or not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."

10. That Section 18.2.3 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 18.2.3.15 following subsection 18.2.3.14.

**"18.2.3.15 LOCATION OF NEW BUILDINGS OR STRUCTURES:**

Buildings or structures hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law.

18.2.3.15 -cont'd

Buildings or structures hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I ~~or~~ not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."

11. That Section 18.2.4 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 18.2.4.18 following subsection 18.2.4.17.

"18.2.4.18 LOCATION OF NEW BUILDINGS OR STRUCTURES:

Buildings or structures hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law.

Buildings or structures hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I ~~or~~ not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."

12. That Section 19.2.1 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 19.2.1.14 following subsection 19.2.1.13.

"19.2.1.14 LOCATION OF NEW BUILDINGS OR STRUCTURES:

Buildings or structures hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law.

Buildings or structures hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I ~~or~~ not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."



13. That Section 20.2.1 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 20.2.1.18 following subsection 20.2.1.17.

**"20.2.1.18 LOCATION OF NEW BUILDINGS OR STRUCTURES:**

Buildings or structures hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law.

Buildings or structures hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I or not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."

14. That Section 21.2.1 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 21.2.1.18 following subsection 21.2.1.17.

**"21.2.1.18 LOCATION OF NEW BUILDINGS OR STRUCTURES:**

Buildings or structures hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law.

Buildings or structures hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I or not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."

15. That Section 22.2.1.1 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 22.2.1.1.15 following subsection 22.2.1.1.14.

**"22.2.1.1.15 LOCATION OF NEW DWELLINGS:**

Dwellings hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law."

16. That Section 23.2.2 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 22.2.2.18 following subsection 23.2.2.17.

**"23.2.2.18 LOCATION OF NEW BUILDINGS OR STRUCTURES:**

Buildings or structures hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law."

17. That Section 25.2.1 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 25.2.1.15 following subsection 25.2.1.14.

**"25.2.1.15 LOCATION OF NEW BUILDINGS OR STRUCTURES:**

Buildings or structures hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law.

Buildings or structures hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I or not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."

18. That Section 26.2.1.1 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 26.2.1.1.15 following subsection 26.2.1.1.14.

**"26.2.1.1.15 LOCATION OF NEW DWELLINGS:**

Dwellings hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law.

Dwellings hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I or not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."

19. That Section 26.2.2 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 26.2.2.15 following subsection 26.2.2.14.

**"26.2.2.15 LOCATION OF NEW RECREATIONAL USES, BUILDINGS OR STRUCTURES:**

Recreational uses, buildings or structures erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law.

Recreational uses, buildings or structures hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I or not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."

20. That Section 29.2.1.1 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 29.2.1.1.15 following subsection 29.2.1.1.14.

**"29.2.1.1.15 LOCATION OF NEW DWELLINGS:**

New dwellings hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law.

New dwellings hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I or not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."

21. That Section 29.2.2 to By-Law Number 466-82, as amended, is hereby amended by adding the following subsection 29.2.2.13 following subsection 29.2.2.12.

"29.2.2.13 LOCATION OF NEW BUILDINGS OR STRUCTURES:

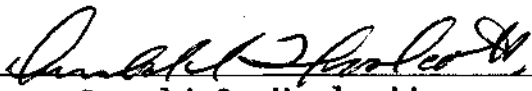
Buildings or structures hereafter erected outside of designated Rural Clusters, Villages and Serviced Villages, as defined in the County of Oxford Official Plan, shall be required to satisfy the minimum distance separation requirements as determined through the application of the Minimum Distance Separation Formula I (MDS I) calculated using Appendix 1 of this By-Law.

Buildings or structures hereafter erected within a Rural Cluster designation, as defined in the County of Oxford Official Plan, shall be required to satisfy the MDS I or not further reduce an existing insufficient setback relative to the MDS I, whichever is the lesser."

22. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 7th day of April 1999.

READ a third time and finally passed this 7th day of April 1999.

  
Donald S. Woolcott  
Mayor

(SEAL)

  
Keith Reibling  
Clerk

## **APPENDIX 1**

**Minimum Distance Separation Formula I (MDS I)**

**Minimum Distance Separation Formula II (MDS II)**

**Calculation Forms**

# APPENDIX 1

## MINIMUM DISTANCE SEPARATION CALCULATIONS

### MINIMUM DISTANCE SEPARATION I (MDS I)

#### ASSESSMENT OF THE LIVESTOCK FACILITY

To calculate Livestock Units, complete Step 1 based on information in Table 1 below.

#### STEP 1. TOTAL LIVESTOCK UNITS

Column 1 TYPE OF LIVESTOCK	Column 2 HOUSING CAPACITY	Column 3 NUMBER OF ANIMALS PER LIVESTOCK UNIT (From Table 1)	Column 4 NUMBER OF LIVESTOCK UNITS (Col. 2/Col. 3)
(A) = TOTAL LIVESTOCK UNITS (sum of Column 4)			(A)

If there are more than 300 livestock units, reference must be made to a full set of tables available from Ontario Ministry of Agriculture Food and Rural Affairs

TABLE 1. ANIMAL GROUPS

ANIMAL GROUP 1	ANIMAL GROUP 2	ANIMAL GROUP 3	ANIMAL GROUP 4	ANIMAL GROUP 5
1 Livestock Unit equals	1 Livestock Unit equals	1 Livestock Unit equals	1 Livestock Unit equals	1 Livestock Unit equals
200 . Chicken Broilers 1 . . . Horse <sup>2</sup>	4 . . . Adult Sheep <sup>1</sup> 1 . . . Beef Cow <sup>1</sup> (Confinement) 10 . . Feeder Lambs 100 . Ducks 5 . . . Emu 4 . . . Adult Goats <sup>1</sup> 10 . . Feeder Goats 3 . . . Ostrich 500 . Pullets 50 . . Turkeys (> 10 kg) 70 . . Turkeys (5-10 kg) 100 . Turkeys (< 5 kg)	1 . . . Beef Cow <sup>1</sup> Yard/Barn 2 . . . Beef Feeder Yard/Barn 1 . . . Dairy Cow <sup>1,2</sup> 2 . . . Dairy Heifer Yard/Barn 40 . . Adult Rabbits <sup>4</sup> 3 . . . Red Veal < 300 kg 125 . Chicken Breeder Layers 75 . . Turkey Breeder Layers	80 . . Adult Mink <sup>4</sup> 40 . . Adult Fox <sup>4</sup> 125 . Caged Layers	4 . . . Feeder Hogs 5 . . . Sows/Boars 20 . . Weaner <sup>4</sup> 30 kg 6 . . . White Veal

<sup>1</sup>Includes calf to 150 kg. <sup>2</sup> Multiply the number of milking cows by 1.5 to account for dry cows, heifers and calves on the same farm.

<sup>3</sup> Includes offspring until weaned, <sup>4</sup> Includes offspring to market size.

Select Animal Group 1 2 3 4 or 5, depending on type of animals on farm. If there are animals from different groups, select the highest group number. The group number is used when referring to Table 2.

#### STEP 2. LAND BASE ASSESSMENT (B)

Number of tillable hectares\* on site \_\_\_\_\_ x 5 = \_\_\_\_\_ (B) Potential Livestock Units

\* Maximum (B) is 150 Livestock Units

#### STEP 3.

Enter the GREATER OF (A) Total Livestock Units OR (B) Potential Livestock Units \_\_\_\_\_

# STEP 4. TABLE 2. MINIMUM DISTANCE SEPARATION FROM LIVESTOCK FACILITY

Read across appropriate line from Column 1 to respective Animal Group and Land Use Type. This number is the Minimum Distance Separation requirements in metres from a livestock facility.

COLUMN 1	TYPE "A" LAND USE					TYPE "B" LAND USE				
	To permit: • Up to 3 rural residential lots, either by consent or by plan of subdivision • the severance of an existing dwelling • passive recreational • the building of a dwelling on an existing lot of record • agriculturally related commercial • industrial					To permit: • residential subdivision • active recreational • institutional • commercial • urban expansion • multiple residential • or result in a Rural Residential Cluster				
Greater of Livestock Units (A) or Potential Livestock Units (B)	Animal Group					Animal Group				
	(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
1-5	39	42	48	60	85	73	78	90	112	160
10	55	60	68	85	98	104	112	128	160	183
15	65	70	80	100	115	122	132	151	188	215
20	72	78	89	111	127	135	146	167	208	238
25	78	84	95	119	136	146	157	179	224	256
30	82	88	101	126	144	154	166	189	237	271
35	86	92	106	132	151	161	173	198	247	283
40	89	96	110	137	157	167	180	206	257	294
45	92	99	113	142	162	173	186	213	266	304
50	95	102	117	146	167	178	192	219	274	313
55	98	105	120	150	172	183	197	225	282	322
60	100	108	123	154	176	188	202	231	289	330
65	102	110	126	158	180	192	207	236	295	338
70	105	113	129	161	184	196	211	241	302	345
75	107	115	131	164	188	200	215	246	308	352
80	109	117	134	167	191	204	219	251	313	358
85	111	119	136	170	194	207	223	255	319	364
90	112	121	138	173	198	211	227	259	324	370
95	114	123	140	176	201	214	230	263	329	376
100	116	125	143	178	204	217	234	267	334	382
110	119	128	146	183	209	223	240	275	343	392
120	122	131	150	188	214	229	246	281	352	402
130	125	134	154	192	219	234	252	288	360	411
140	127	137	157	196	224	239	257	294	368	420
150	130	140	160	200	228	244	262	300	375	428
160	133	143	164	205	234	250	269	307	384	439
170	136	147	168	210	240	256	275	314	393	449
180	139	150	172	214	245	262	282	322	402	460
190	143	154	175	219	251	268	288	329	411	470
200	146	157	179	224	256	273	294	336	420	480
210	149	160	183	229	262	279	301	344	429	491
220	152	164	187	234	267	285	307	351	439	501
230	155	167	194	239	273	291	313	358	448	512
240	158	171	195	244	278	297	320	365	457	522
250	162	174	199	248	284	303	326	373	466	532
260	165	177	203	253	290	309	332	380	475	543
270	168	181	207	258	295	315	339	387	484	553
280	171	184	210	263	301	321	345	395	493	564
290	174	188	214	268	306	327	352	402	502	574
300	177	191	218	273	312	333	358	409	511	584

Continue to TABLE 3 (next page).

## STEP 5. TABLE 3. MINIMUM DISTANCE SEPARATION FROM MANURE STORAGE

The following table is used to calculate MDS requirements in metres from manure storages associated with livestock facilities.

Using the resulting MDS distance from Table 2, read across the appropriate line to Column 1, 2, 3 or 4. Select the distance under the appropriate Land Use Type.

This is the **MINIMUM DISTANCE SEPARATION REQUIREMENT** from the manure storage of a livestock facility for the establishment of a non-farm use.

- Column 1: Roofed or covered storages for manure, runoff, and milkhous wastewater. Includes any covered or roofed concrete, steel or earthen storages, in-barn solid manure packs, and storages under fully slatted floors.
- Column 2: Open solid manure pile or concrete slab. Includes the runoff storages (concrete or earthen) used for capturing seepage liquids from solid manure storage or runoff liquids from yards. If yards are scraped into runoff storage, use column 3 when runoff storage is a concrete or steel tank and column 4 when runoff storage is earthen. Milkhous wastewater may be added to runoff storage.
- Column 3: Open concrete or steel tanks used for storing liquid manure, milkhous wastewater, or yard runoff where yard is scraped into storage.
- Column 4: Open earth-sided or earth-sided storage with concrete floor to be used for storing liquid manure or yard runoff when yard is scraped into storage or milkhous wastewater.

### MANURE STORAGE DISTANCE

Distance for Livestock Facility from Table 2 (Step 4) (m)	Column 1		Column 2		Column 3		Column 4	
	Covered Storage Systems (m)		Open Solid and Runoff Storage Systems (m)		Open Liquid Tank and Runoff Storage Systems (m)		Earthen Liquid and Runoff Storage Systems (m)	
	Type "A" Land Use	Type "B" Land Use	Type "A" Land Use	Type "B" Land Use	Type "A" Land Use	Type "B" Land Use	Type "A" Land Use	Type "B" Land Use
40	40	—	55	—	119	—	324	—
45	45	—	60	—	123	—	326	—
50	50	—	65	—	127	—	328	—
55	55	—	70	—	132	—	331	—
60	60	—	75	—	136	—	333	—
65	65	—	79	—	140	—	335	—
70	70	70	84	103	144	241	337	686
75	75	75	89	107	149	246	339	689
80	80	80	94	112	153	250	342	691
85	85	85	99	117	157	254	344	693
90	90	90	103	122	161	258	346	695
95	95	95	108	127	165	263	348	698
100	100	100	113	132	170	267	351	700
110	110	110	123	141	178	275	355	704
120	120	120	133	151	187	284	359	709
130	130	130	142	161	195	292	364	713
140	140	140	152	171	203	301	368	717
150	150	150	162	180	212	309	373	722
160	160	160	172	190	220	318	377	726
170	170	170	181	200	229	326	382	731
180	180	180	191	209	237	335	386	735
190	190	190	201	219	246	343	390	740
200	200	200	210	229	254	351	395	744
210	210	210	220	239	263	360	399	749
220	220	220	230	248	271	368	404	753
230	230	230	239	258	280	377	408	757
240	240	240	249	268	288	384	413	762
260	260	260	268	287	305	402	421	771
280	280	280	288	307	322	419	430	780
300	300	300	307	326	339	436	439	788
320	320	320	327	346	356	453	448	797
340	340	340	346	365	372	470	457	806
360	360	360	366	385	389	487	466	815
380	380	380	385	404	406	504	475	825
400	400	400	404	423	423	521	483	833
450	450	450	453	472	465	563	505	855
500	500	500	501	520	508	605	538	877
550	550	550	550	569	550	648	550	899



ZON 1-385

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1266-99

EXPLANATORY NOTE

The purpose of By-Law Number 1266-99 is to amend the Township of Blandford-Blenheim Zoning By-Law No. 466-82 by adding Minimum Distance Separation Formula I (MDS I) requirements to the By-Law for non-agricultural uses and/or buildings or structures in the rural area, that are being established in proximity to livestock facilities. The By-law exempts MDS I requirements for existing Rural Residential (RR) and Residential Existing Lot (RE) zoned lots of record.

The Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed changes in text to the zones, approved By-Law Number 1266-99. The public hearing was held on March 17, 1999.

Any person wishing further information relative to Zoning By-Law Number 1266-99 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1261-99

YEANDLE DRAIN 1999

A By-law to provide for a drainage works in the Township of Blandford-Blenheim in the Restructured County of Oxford.

**WHEREAS** the requisite number of owners have petitioned the Council of the Corporation of the Township of Blandford-Blenheim (the "Corporation") in the Restructured County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

TOWNSHIP OF BLANDFORD-BLENHEIM

Part of Lots 10, 11 and 12, Concession 3 (former Blenheim)

Part of Lots 10, 11 and 12, Concession 4 (former Blenheim)

Part of Township Road 4 (former Blenheim)

**AND WHEREAS** the estimated cost of constructing the Drainage Works is \$92,400.00.

**AND WHEREAS** \$92,400.00 is the amount to be contributed by the Corporation for construction of the Drainage Works.

**AND WHEREAS** the Corporation has received its annual debt and financial obligation limit for 1998 from the Ministry of Municipal Affairs (the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable.

**THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim pursuant to the Drainage Act, R.S.O. 1990, enacts as follows:

1. The report dated January 30, 1999 and attached hereto, is hereby adopted and the Drainage Works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2.
  - (1) The Corporation may borrow on the credit of the Corporation the amount of \$92,400.00, being the necessary amount for construction of the Drainage Works.
  - (2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,
    - (a) grants received under Section 85 of the Act;
    - (b) commuted payments made in respect of lands and roads assessed within the municipality;
    - (c) moneys paid under subsection 61(3) of the Act; and

such debentures shall be made payable within a term not to exceed five (5) years from the date of the debenture(s) and shall bear interest at a rate to be established by the County at the time such debenture(s) are issued.

The Restructured County of Oxford shall handle the sale of such debenture(s). The Corporation shall make annual payments of principal and interest in respect of the debenture(s) issued by the Restructured County of Oxford to the County on or before their respective due dates.

3. In each year during the currency of the debentures there shall be levied upon the lands and roads set forth in the attached Schedule "A" and raised by a special rate, an amount sufficient to redeem the principal and interest on the debenture(s), such amount shall be collected in the same manner and at the same time as other taxes are collected in each year of the currency of the debenture(s).

SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
3	L. 10 (Ralph & Janet Sparks)	\$ 843.00
3	L. 11 (Robert & Elizabeth McCrow)	18,977.00
3	Pt. N. ½ L. 12 (Lyle & Jeffrey Yeandle & Robert Gilroy)	8,624.00
3	Pt. N. ½ L. 12 (Jeffrey Yeandle & Robert Gilroy)	2,290.00
4	Pt. L. 11 (Daniel & Lori Banko)	37,910.00
4	SE ¼ L. 12 (Lyle & Jeffrey Yeandle & Robert Gilroy)	6,444.00
4	Pt. 12 (Llodyn Farms Ltd.)	862.00
	Imperial Oil Pipeline - Special Assessment	<u>6,695.00</u>
	SUB-TOTAL	\$82,645.00
	Township Road 4	6,895.00
	Township Road 4 - Special Assessment	<u>2,860.00</u>
	<b>TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM</b>	<b><u>\$92,400.00</u></b>

4. For paying the sum of \$9,755.00, being the amount assessed upon the lands and roads belonging to or controlled by the municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Township of Blandford-Blenheim and shall be payable from the current revenue at the time construction of the drain is completed and the costs assessed.
5. This by-law comes into force on the passing thereof and may be cited as **"YEANDLE DRAIN 1999 BY-LAW"**.


First Reading: March 3<sup>rd</sup>, 1999.

Second Reading: March 3<sup>rd</sup>, 1999.

Provisionally adopted this 3rd day of March, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator.

Third Reading: April 21st, 1999.

Enacted the 21st day of April, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

KEITH REIBLING, A.M.C.T., Clerk-Administrator  
MAUREEN SIMMONS, A.M.C.T., Treasurer/Collector  
WILLIAM VANCE, Road Manager  
JAMES WATSON, C.E.T., Building and Drainage Inspector



P.O. Box 100  
Telephone: (519) 463-5347  
Fax: (519) 463-5881

**TOWNSHIP OF BLANDFORD-BLENHEIM**

47 Wilmot Street South

**DRUMBO, ONTARIO**

N0J 1G0

March 8, 1999.

**TO ALL LANDOWNERS IN THE  
"YEANDLE DRAIN 1999" WATERSHED**

**NOTICE OF SITTING OF COURT OF REVISION**

The Drainage Act, R.S.O. 1990, Chapter D.17, Section 46(1) and (2)

Notice is hereby given that a Court of Revision will be held at the Township Office, Drumbo, Ontario, on the **7th day of April, 1999**, at **11:15 A.M.**, to hear any owner of land or, where roads in the local municipality are assessed, any ratepayer, who complains that his or any other land that should have been assessed has not been assessed or that due consideration has not been given or allowance made as to type or use of land, who personally, or by his agent, has given notice in writing to the Clerk of the initiating municipality that he considers himself aggrieved for any or all such causes.

The last date for notice shall be **FRIDAY, MARCH 26th, 1999.**

  
Keith Reibling,  
Clerk-Administrator

If no notice of intention to make application to quash a by-law is served upon the Clerk of the initiating municipality within ten days after the passing of the by-law, or where a notice of intention has been given, if an application to quash is not made to the referee within three months after the passing of the by-law, or so much thereof as is not the subject of or is not quashed upon any such application, is valid and binding according to its terms, so far as it prescribes or directs anything within the proper competence of the Council; The Drainage Act, R.S.O. 1990, Chapter D.17, Section 58(2).

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1267-99

Being a By-law to enter into an Agreement with the County of Oxford with respect to the division of responsibilities in the administration of Provincial Offences Act offences and the sharing of revenue therefrom.

**WHEREAS** Subsection 162(1) of the Provincial Offences Act, R.S.O. 1990, Chapt. P.33 authorizes municipalities to enter into an agreement with the Attorney General for the performance of certain court functions under Parts I and II of the Act.

**AND WHEREAS** Subsection 176 of the Provincial Offences Act provides that two or more municipalities may likewise enter into an agreement among themselves and sections 162 to 175 apply thereto.

**AND WHEREAS** Section 119 of the County of Oxford Act provides that the County and any of the Area Municipalities may enter into agreements for the use of their respective forces and resources, including human resources, on such terms and conditions as the respective Councils deem necessary.

**AND WHEREAS** an Agreement between all the Area Municipalities and the County respecting the administration of justice is required before the County can negotiate with the Attorney General of Ontario a Memorandum of Understanding and Local Side Agreement for the Oxford County Court Catchment Area, subsequent to which funds are to be provided to the County by the Province.

**NOW THEREFORE**, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk are hereby authorized to enter into and sign the Intermunicipal Services Agreement with the County of Oxford respecting the division of responsibilities in the administration of Provincial Offences Act offences and the sharing of revenue therefrom.
2. That the signed Intermunicipal Services Agreement is attached to and forms a part of this by-law.
3. That a certified true copy of this By-law shall be forwarded to the Attorney General of Ontario.

By-law **READ** a **FIRST** and **SECOND** time this 21<sup>st</sup> day of April, 1999.

By-law **READ** a **THIRD** time and **FINALLY ENACTED** in Open Council this 21<sup>st</sup> day of April, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

## PROVINCIAL OFFENCES LOCAL AGREEMENT - COUNTY OF OXFORD

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- 1.0 Definitions
- 2.0 General
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- 4.0 Roles and Responsibilities of the Parties
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- 6.0 Reports and Accounting Requirements
- 7.0 Audit
- 8.0 Limitation of Liability
- 9.0 Termination of Agreement
- 10.0 Confidentiality
- 11.0 Dispute Resolution
- 12.0 Review of Terms and Conditions of Agreement
- 13.0 Interpretation
- 14.0 Miscellaneous

Schedule "A"

Schedule "B"

~~Schedule "C"~~

**WHEREAS** the Streamlining of Administration of the Provincial Offences Act, 1997 (Bill 108) received Royal Assent on June 11, 1998;

**AND WHEREAS** the County of Oxford is desirous of entering into an Agreement with the Attorney General of Ontario to transfer all courts administration and support functions under the Act and prosecutions of matters commenced under Parts I, II and III of the Act;

**AND WHEREAS** the Area Municipalities are desirous of entering into an Agreement with the County of Oxford to permit the County to be responsible for all courts administration and support functions under the Act and prosecutions of matters commenced under Parts I, II and III of the Act with respect to matters arising out of the jurisdiction of each of the Area Municipalities.

**AND WHEREAS** the County of Oxford and each of the Area Municipalities are prepared to enter into this Intermunicipal Services Agreement so that the County can proceed to negotiate a Memorandum of Understanding and Local Side Agreement with the Attorney General of Ontario.

**AND WHEREAS** net revenues will be shared by the Area Municipalities.

**AND WHEREAS** each of the Area Municipalities is currently located in the Oxford County Court Catchment Area.

**NOW THEREFORE** in consideration of the mutual covenants set forth below, the County of Oxford and each of the Area Municipalities agree as follows:

## **1.0 DEFINITIONS**

1.1 In this Agreement, the following terms, words and phrases shall have the following meaning except where their context clearly indicates otherwise:

1.1.1 "the Act" means the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.

1.1.2 "County" means the County of Oxford.

1.1.3 "Local Side Agreement" means a Local Side Agreement that is to be entered into by the County and the Attorney General of Ontario as set out in the Memorandum of Understanding.

1.1.4 "Memorandum of Understanding" (MOU) means the Agreement to be entered into between the County and Her Majesty the Queen in Right of Ontario as

represented by the Attorney General of Ontario pursuant to the Streamlining of Administration of the Provincial Offences Act 1997 (Bill 108).

- 1.1.5 "Area Municipality" means any of the Area Municipalities of the County and they shall collectively be referred to as the "Area Municipalities".

## **2.0 GENERAL**

- 2.1 The County of Oxford agrees to provide to each Area Municipality the following:
- 2.1.1 The administration, court support and prosecution relating to proceedings commenced under Part I of the Act;
  - 2.1.2 Any remaining administration, court support and prosecution of proceedings commenced under Part 11 of the Act that were carried out by the Attorney General prior to this Agreement;
  - 2.1.3 The administration and court support relating to proceedings under Part III of the Act; and
  - 2.1.4 Notwithstanding anything else in this Agreement, proceedings against Young Persons as defined in Part VI of the Act shall not be carried out by the County.
- 2.2 Each Area Municipality agrees to cooperate with the County in the County's application to become a municipal Area with Her Majesty the Queen in Right of Ontario as represented by the Attorney General in order to assume justice responsibilities under the Provincial Offences Act for the Oxford County Court Catchment Area.
- 2.3 Each of the Area Municipalities agrees that the County will conduct its obligations and responsibilities pursuant to this Agreement in the same manner and to the same standards as it conducts its own affairs.
- 2.4 The County and each of the Area Municipalities agree that this Agreement will form the general outline of their municipal Area for the provision of justice services under the Provincial Offences Act and that this Agreement is the first step in the process as outlined in the Streamlining of Administration of Provincial Offences Act, 1997 (Bill 108). The County and the Area Municipalities acknowledge that, once this Agreement is entered into, the County will be entering into a Memorandum of Understanding and a Local Side Agreement with the Attorney General. Subsequent to the County having entered into the Memorandum of Understanding and the Local Side Agreement, the County and each of the Area Municipalities may be required to review and amend



certain terms of this Agreement.

2.5 This Agreement shall be interpreted in such a way as to give effect to the Principles set out in section 3.0.

2.6 In fulfilling its responsibilities under this Agreement, the County and each of the Area Municipalities shall ensure that there is no discrimination under the Human Rights Code, R.S.O. 1990, c. H. 19, and that there is no discrimination on the basis of place of residence.

2.7 Nothing in this Agreement shall be construed so as to alter the roles and functions of enforcement as otherwise required by law.

### **3.0 PRINCIPLES OF TRANSFER**

3.1 The parties to this Agreement recognize and shall adhere to the following guiding principles:

3.1.1 The independence of the judiciary shall be preserved.

3.1.2 The confidence of the public in the justice system must be maintained through every effort by all parties to this end, including but not limited to open access to the system, a fair and timely process, and freedom from political interference.

3.1.3 The fundamental tenets of procedural fairness and natural justice shall be affirmed and upheld.

3.1.4 The separation of the prosecutorial function and the policing function as set out in the Police Services Act, R.S.O. 1990 c. P.15, is recognized as fundamental to the justice system and as such shall be assured.

3.1.5 The Attorney General is and will continue to be responsible for the integrity of the administration of justice in Ontario.

3.1.6 The officially bilingual Court system in Ontario, as prescribed by the Courts of Justice Act, R.S.O. 1990 C. 43, continues. In areas designated under the French Language Services Act, R.S.O. 1990, c. F. 32, out-of-court services in French must be provided at the same levels as they were provided by the Attorney General at the time of this Agreement.

3.1.7 The entire justice process, from laying of charges. through to final

disposition of appeals, shall continue to operate independently and free from any political interference.

#### **4.0 ROLES AND RESPONSIBILITIES OF THE PARTIES**

##### **4.1 The County shall:**

- 4.1.1** Carry out its duties and obligations as set out in paragraph 2.1 of this Agreement in accordance with the MOU and also in accordance with the Local Side Agreement.
- 4.1.2** Carry out its duties and obligations in accordance with the Principles set out in section 3.0 and in accordance with the Act and with all other relevant legislation and regulations.
- 4.1.3** Provide, at minimum, the same services and level of service delivery as were provided by the Attorney General before this Agreement and as quantified by the Exit Audit for the Oxford County Court Catchment Area which is contemplated by the MOU.
- 4.1.4** Continue to provide out-of-court services in the French language, where those services were provided by the Attorney General before the transfer, in areas designated under the French Language Services Act, R.S.O. 1990, c. F. 32, and shall provide a bilingual prosecutor when a French trial is requested on a charge that is covered by this Agreement.
- 4.1.5** Establish and maintain a process for dealing with complaints (except those against the judiciary).
- 4.1.6** Develop guidelines for elected officials and employees for the protection of privacy and confidentiality of personal information.
- 4.1.7** Develop guidelines for elected officials and employees respecting conflicts of interest in accordance with the MOU.
- 4.1.8** Be responsible to abide by the Standards for Prosecutions by Municipalities as set out in Schedule I of the MOU.
- 4.1.9** Be responsible to abide by the Operational Standards as set out in Schedule 2 of the MOU.
- 4.1.10** Be responsible to abide by the Reporting, Compliance and Performance Measures as set out in Schedule 3 of the MOU.

4.2 The Area Municipalities shall:

- 4.2.1 Cooperate fully with the County to assist the County in carrying out its duties and obligations as set out in this Agreement and as set out in the MOU and the Local Side Agreement.
- 4.2.2 Be bound by the terms and conditions set out in the MOU including the Schedules of the MOU.
- 4.2.3 Be bound by the terms and conditions as set out in the Local Side Agreement that the County will be entering into with the Attorney General.
- 4.2.4 Have their local Police Service or Services cooperate fully with the County so as to assist the County in carrying out all of its duties and responsibilities as set out in this Agreement, the MOU and the Local Side Agreement.

5.0 REVENUE

5.1 The County shall collect fines, fees, costs and surcharges and enforce their payment in accordance with section 165(l) of the Act. Collection, enforcement and disbursement of revenue are to be carried out as specified in the MOU, the Local Side Agreement, this Agreement, the Act and its regulations and in accordance with the Contraventions Act (Canada).

5.2 All monies received by the County in respect to fines, costs, surcharges and fees pursuant to this Agreement are to be separately and clearly identified in the books of the County and are subject to audit in accordance with the terms set out herein.

*Delete* 5.3 Net revenue from fines, including revenue from fines under the Fire Code under the Fire Protection and Prevention Act, 1997, S.O. 1997 c. 4, shall be divided between the County and each of the Area Municipalities in accordance with their respective assessments as determined from the latest returned Assessment Rolls.

(above deleted March 25th, 1999 and the following substituted.)

5.3 Net revenue from fines, including revenue from fines under the Fire Code under the Fire Protection and Prevention Act, 1997, S.O. 1997 C. 4 but excepting amounts payable to the Area Municipalities under section 165 (7) of the Streamlining of Administration of Provincial Offences Act, 1998, S.O. 1998, C. 4, shall be paid into the County's general Revenue Fund.

(see Section 165. (7) attached)

(ii) in proceedings under the *Contraventions Act* (Canada) that are commenced by ticket under Part I or II of this Act.

(2) Clause (1) (a) also applies to the functions assigned to the clerk of the court by any other Act.

(3) Performance standards and sanctions shall be specified in the agreement; the municipality shall meet the standards and is subject to the sanctions for failure to meet them.

(4) In subsection (3),

“performance standards” includes standards for the conduct of prosecutions, for the administration of the courts and for the provision of court support services.

163. An agreement under this Part may specify an area that includes territory outside the municipality.

164. (1) When the Attorney General and a municipality have entered into an agreement under this Part, a copy of the agreement shall be deposited with the clerk of the municipality and with the clerk of any other municipality that has jurisdiction in the specified area.

(2) Judicial notice shall be taken of the agreement without the agreement or its deposit being specially pleaded or proved.

(3) No proceeding is invalidated by reason only of a person's failure to comply with the agreement.

(4) Without limiting the generality of subsection (3), that subsection does not preserve the validity of the proceeding if the failure to comply with the agreement results in prejudice to the defendant's right to a fair hearing.

165. (1) When an agreement under this Part is in force, the municipality has power to collect fines levied in respect of proceedings under Parts I, II and III, including costs under section 60, surcharges under section 60.1 and fees referred to in section 66.2, and to enforce their payment; collection and enforcement shall be carried out in the manner specified in the agreement.

(2) Subsection (1) also applies to fines and fees imposed under the *Contraventions Act* (Canada).

(3) Subsections 69 (6) to (21) do not apply to fines that are governed by the agreement.

(4) Fines that are governed by the agreement are payable to the municipality and not to the Minister of Finance.

(5) The municipality shall pay to the Minister of Finance, at the times and in the manner specified in the agreement, amounts calculated in accordance with the agreement, in respect of,

- (a) surcharges collected by the municipality under section 60.1;
- (b) other fine revenues collected by the municipality that constitute money paid to Ontario for a special purpose within the meaning of the *Financial Administration Act*;
- (c) costs the Attorney General incurs for adjudication and prosecution, for monitoring the performance of the agreement and for enforcing the agreement; and
- (d) fines and fees imposed under the *Contraventions Act* (Canada) and collected by the municipality.

(6) Despite clause (5) (d), fines and fees imposed under the *Contraventions Act* (Canada) in relation to the unlawful parking, standing or stopping of a vehicle and collected by the municipality shall be paid in accordance with any agreement made under sections 65.2 and 65.3 of that Act.

(7) The municipality acting under an agreement under this Part shall pay to another municipality,

- (a) the amount of any fine collected by the municipality that was imposed for a contravention of the other municipality's by-law;
- (b) the amount of any fine collected by the municipality that was imposed for a contravention of a provincial statute and that would, except for the agreement, be payable to the other municipality; and
- (c) the amount of any allowance retained by the municipality that would, except for the agreement, be payable to the other municipality under a regulation made under clause 20 (1) (g).

(8) Despite the *Fines and Forfeitures Act*, the municipality is entitled to retain, as a fee, the balance remaining after payment under subsections (5) and (7).

(9) The municipality shall not collect any other charge for acting under an agreement under this Part, except with the Attorney General's written consent, obtained in advance.

(10) When an agreement under this Part applies to a fine, section 69.1 applies to the municipality in the same manner as it applies to the Ministry of the Attorney General.

(11) Despite subsection (4), while a regulation made under clause 174 (b) is in effect, fines that are governed by the agreement remain payable to the Minister of Finance, who shall,

- (a) calculate and retain the appropriate amounts under subsection (5);
- (b) make any payments required by subsection (7); and
- (c) pay the balance remaining to the municipality in accordance with subsection (8).

165.1 (1) In this section,

“local board” has the same meaning as in the *Municipal Affairs Act*, but does not include a school board or a hospital board.

(2) When an agreement under this Part is in effect, the special rules set out in subsection (3) apply to a proceeding if,

- (a) the proceeding is under Part I or III; and
- (b) the defendant is a municipality or one of its local boards.

(3) The special rules referred to in subsection (2) are:

1. The fine is payable to the Minister of Finance and not to the municipality, despite subsection 165 (4).
2. The prosecutor may elect to collect and enforce the fine instead of the municipality, despite subsection 165 (1) and the provisions of the agreement relating to collection and enforcement.
3. Notice of the election shall be given to the municipal representative named in the agreement for the purpose, or if none is named, to the clerk of the court.

166. An agreement under this Part may,

## **6.0 REPORTS AND ACCOUNTING REQUIREMENTS**

- 6.1 The County shall comply with all Reporting and Accounting Requirements which are to be set out in the MOU and the Local Side Agreement.
- 6.2 Each Area Municipality shall assist the County in complying with its Reporting and Accounting Requirements as set out in section 6.1.

## **7.0 AUDIT**

- 7.1 The County shall comply with all Audit requirements which are set out in the MOU and the Local Side Agreement.

## **8.0 LIMITATION OF LIABILITY**

- 8.1 The County shall protect itself from and against all claims that might arise from anything done, purported to be done or admitted to be done under this Agreement by the County, its elected officials, employees, agents or contractors and shall maintain a policy of comprehensive general liability insurance providing coverage for a limit of not less than five million dollars (\$5,000,000.00) per occurrence as required by the MOU.
- 8.2 Each Area Municipality shall indemnify and save harmless the County, its officials, employees, agents and contractors from all manner of claims, losses, costs, expenses, actions or proceedings of any kind or nature whatsoever based on, occasioned by, or attributable to anything done or admitted to be done by each Area Municipality or by its elected officials, employees, agents, or contractors in connection with this Agreement or with the performance of each Area Municipality's obligations under this Agreement.
- 8.3 The County shall indemnify and save harmless each Area Municipality, their elected officials, employees, agents and contractors, from all manner of claims, losses, costs, expenses, actions or proceedings of any kind or nature whatsoever based on, occasioned by, or attributable to anything done or admitted to be done by the County or by its officials, employees, agents, or contractors in connection with this Agreement or with the performance of the County's obligations under this Agreement.

## **9.0 TERMINATION OF AGREEMENT**

- 9.1 The County and each Area Municipality acknowledge that this Agreement may be terminated by either of them if the MOU which will be entered into between the County and the Attorney General is terminated.
- 9.2 The County agrees to give reasonable notice to each Area Municipality if the said MOU is to be terminated so that the County and each Area Municipality can deal with the proper termination of this Agreement.
- 9.3 If a request is made by the County or by a Area Municipality to terminate this Agreement, the dispute resolution process set out in section 11 and Schedule "B" shall be followed.

## **10.0 CONFIDENTIALITY**

- 10.1 The County and each Area Municipality agree that they shall share information between them to assist in effecting all aspects of this Agreement.
- 10.2 Such disclosures and exchanges of information are authorized by clause (e) of Section 42 of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F. 3 1, and by clause (e) of section 32 of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56.

## **11.0 DISPUTE RESOLUTION**

- 11.1 In the event of a dispute arising between the County and any of the Area Municipalities, the dispute resolution process as set out in Schedule "B" shall be followed.

## **12.0 REVIEW OF TERMS AND CONDITIONS OF AGREEMENT**

- 12.1 The County and each of the Area Municipalities agree that there may be, from time to time, a need to review and amend some of the provisions of this Agreement, including the details of financial arrangements. Schedule "A" to this Agreement sets out the process for such review and amendment.
- 12.2 It is acknowledged by the Parties that certain aspects of this Agreement may not be reviewable including issues of prosecutorial standards and the County's obligations for reporting, performance measures and compliance if such review is not permitted by the MOU.

### **13.0 INTERPRETATION**

- 13.1 The provisions of this Agreement shall be deemed to be remedial and shall receive such fair, large and liberal construction and interpretation as will best ensure the attainment of the principles of the Agreement
- 13.2 This Agreement shall not affect, modify or interfere with the rights, duties and responsibilities of the County or of each of the Area Municipalities at law except where explicit provisions in this Agreement convey the parties' contrary intent. If there is a conflict between one or more of the provisions of this Agreement and the laws of Ontario or of Canada, the law shall prevail and the conflicting provisions shall be of no force or effect.
- 13.3 If one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be voidable or *ultra vires* the provision or provisions shall be severed from this Agreement. The rest of the Agreement shall continue in force according to its terms and conditions, and, provided that the context allows, its provisions shall be interpreted in the same way as they would have been had the severance not taken place.
- 13.4 This Agreement may be amended at any time during the term of the Agreement, following a review or by agreement in writing executed by both parties. Any such amendment or amendments shall be deemed to be incorporated into and become part of this Agreement. It is contemplated that there shall be such a review or a consideration of a need to change this Agreement after the County has entered into the MOU or the Local Side Agreement

### **14.0 MISCELLANEOUS**

- 14.1 Right of assignment.
  - 14.1.1 The County has the right to assign, sub-lease, sub-contract, transfer, cede, offer for sale, deal, or offer to deal in or with this Agreement or any rights or obligations hereunder in whole or in part as authorized by the MOU and subject to the approval of the area Municipalities.

#### **14.2 Contact Personnel**

**14.2.1** The County and each Area Municipality shall designate a person and an alternate who will be the primary contact for all issues and communications related to this Agreement.

**14.2.2** Each of the parties shall keep the other informed of the names of its contact person and alternate.

**14.3** This Agreement shall be considered to be an Intermunicipal Service Agreement as contemplated and described in the MOU.



**IN WITNESS WHEREOF** the parties have executed this Agreement.

**THE CORPORATION OF THE  
COUNTY OF OXFORD**

**LIST OF EACH AREA MUNICIPALITY**

## **SCHEDULE "A"**

### **1.0** **AGREEMENT**

### **REVIEW OF TERMS AND CONDITIONS OF**

- 1.1 The purpose of this Schedule is to set out the review and amendment process referred to in section 12.1 of the Agreement.
- 1.2 If an Area Municipality (other than the County) desires to initiate a review or amendment of a provision of the Agreement the following process is to be implemented:
  - 1.2.1 The Area Municipality shall make the request in writing to the County which request shall include the nature of the proposed review or amendment. –
  - 1.2.2 Discussions shall be conducted, between the County and the requesting Area Municipality in an effort to reach agreement concerning the request and brought forward for discussion within 60 days.
  - 1.2.3 If the County and the requesting Area Municipality reach agreement, it shall be put to all of the other Area Municipalities for discussion and resolution. If all of the other Area Municipalities agree, the resulting amendment shall be reduced to writing and become part of this Agreement after it is duly executed by the County and each of the Area Municipalities.
  - 1.2.4 If the County and the requesting Area Municipality do not reach agreement, or if, after the County and the requesting Area Municipality reach agreement, any of the other Area Municipalities do not agree, the dispute resolution process as will be set out in the MOU may be invoked by the County or the requesting Area Municipality.
- 1.3 If the County desires to initiate a review or amendment of a provision of this Agreement, the following process is to be implemented:
  - 1.3.1 The County shall make the request in writing to all of the Area Municipalities.
  - 1.3.2 Discussions shall be conducted between the County and all of the Area Municipalities in an effort to reach agreement concerning the request.
  - 1.3.3 If the County and all of the Area Municipalities reach agreement, the resulting amendments shall be reduced to writing and become part of this Agreement after the written amendment is duly signed by the County and each of the Area Municipalities.

- 1.3.4 If the County and the Area Municipalities (or any of them) do not reach agreement, the dispute resolution process as will be set out in the MOU may be invoked by the County.

## **SCHEDULE "B"**

### **1.0 DISPUTE RESOLUTION PROCESS**

- 1.1 The purpose of this Schedule is to set out the dispute resolution process referred to in section 11.0 of the Agreement.
- 1.2 If a Area Municipality (other than the County) desires to resolve a matter in dispute with the County, the following process is to be implemented:
  - 1.2.1 The Area Municipality shall set out the matter in dispute in writing to the County.
  - 1.2.2 Discussions shall be conducted between the County and the disputing Area Municipality in an effort to reach agreement concerning the matter of dispute.
  - 1.2.3 If the County and the disputing Area Municipality reach an agreement concerning the area of dispute, the Agreement it shall be put to all of the Area Municipalities for discussion and resolution. If all of the other Area Municipalities agree, the resulting amendment, if any, shall be reduced to writing and become of this Agreement after being dully executed by the County and each of the Area Municipalities.
  - 1.2.4 If the County and the disputing Area Municipality do not reach agreement, or if, after the County and the disputing Area Municipality reach agreement, any of the other Area Municipalities do not agree, the dispute resolution process as will be set out in the MOU may be invoked by the County or by the disputing Area Municipality.
- 1.3 If the County desires to resolve a matter in dispute with a Area Municipality, the following process is to be implemented:
  - 1.3.1 The County shall set out in writing the matter in dispute to all of the Area Municipalities.
  - 1.3.2 Discussions shall be conducted between the County and all of the Area Municipalities in an effort to reach agreement concerning the matter of dispute.
  - 1.3.3 If the County and all of the Area Municipalities reach agreement, the terms of the agreement shall be reduced to writing and shall be duly signed by the County and each of the Area Municipalities.
  - 1.3.4 If the County and the Area Municipalities (or any of them) do not reach agreement in the area of dispute, the dispute resolution process as will be set out in the MOU may be invoked by the County.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1270-99

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Searson Drain.

**WHEREAS** By-law Number 1201-98 enacted the 20<sup>th</sup> day of May, 1998, provided for the construction of the Searson, based on the estimates contained in a drainage report dated June, 1997, as submitted by Rob Walton, P.Eng., from the firm of R.J. Burnside & Associates Limited.

The Drainage Works were completed as per the Engineer's Report, and the actual costs incurred to construct the Drainage Works was \$18,426.60. The Engineer's Estimated Costs for constructing the drain was \$16,500.00, including Special assessments of \$3,300.00 for Township Roads for a Net Estimated Cost of \$13,200.00.

The Actual Costs for the Special Assessment was \$4,197.00 for the Township Roads, reducing the net actual costs to \$14,229.60 for pro-rata purposes. The Actual Cost to construct the Drainage Works was over the Estimated Costs by a sum of \$1,029.60 or 107.8% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**THEREFORE**, Be it Enacted by the Municipal Council of The Corporation of the Township of Blandford-Blenheim:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.

TOWNSHIP OF BLANDFORD-BLENHEIM

CONCESSION	PARCEL OF LAND OR PART THEREOF	ESTIMATED TOTAL AMOUNT ASSESSED	ACTUAL COSTS
8	N. Pt. L. 1 & 2 (Robert & Bonnie Edgar)	\$ 2,962.00	\$3,193.04
8	N. Pt. L. 1 & 2 (Leda Wilson)	148.00	159.54
8	N. Pt. L. 3 (828526 Ontario Inc. -Robson)	2,593.00	2,795.25
8	N. Pt. L. 3 (Henry & Richard Klooster)	<u>5,929.00</u>	<u>6,391.46</u>
SUB-TOTAL		\$11,632.00	\$ 12,539.29
Special Assessment - Township Road 9		1,568.00	1,690.31
Roads of Municipality		<u>3,300.00</u>	<u>4,197.00</u>
<b>TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<u><b>\$16,500.00</b></u>	<u><b>\$ 18,426.60</b></u>

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

By-law Number 1270-99 Cont'd.

By-law **READ** a **FIRST** and **SECOND** time this 19<sup>th</sup> day of May, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 19<sup>th</sup> day of May, 1999.



Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1271-99

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and Anthony John Wallbank.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding Applications Number B-32/98; B-33/98; B-34/98 and B-35/98 has granted four (4) severances subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lots.

**AND WHEREAS** Township Council deems it desirable to enter into an Agreement with the developer to effect proper development of Four (4) residential lots, being composed of Part of Lot 13, Concession 7 (former Blenheim), on the west side of County Road 3 (Wilmot Street North), more particularly described as Parts 1, 2, 3, 4, 5 and 6 on Reference Plan 41R-6429.

**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:


1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated June 2nd, 1999, for developing lands, being composed of Part of Lot 13, Concession 7 (former Blenheim), and more particularly described as Parts 1, 2, 3, 4, 5 and 6 on Reference Plan 41R-6429, between Anthony John Wallbank and the Corporation of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 2nd day of June, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 2nd  
day of June, 1999.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

Document General  
Form 4 — Land Registration Reform Act

D

(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 1 pages
(3) Property Identifier(s)	Block 00282 0282	Property Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document RELEASE OF SITE PLAN DEVELOPMENT AGREEMENT		
(5) Consideration n/a Dollars \$		
(6) Description In the former Township of Blenheim, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Part of Lot 13, Concession 7 (Blenheim), described as PARTS 2 and 3 on Reference Plan 41R-6429.		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>

FOR OFFICE USE ONLY

484214

Number.....  
CERTIFICATE OF REGISTRATION  
REGISTERED

2005 -02- 22

at...  
Land Registry Office No.41

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

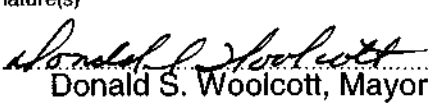
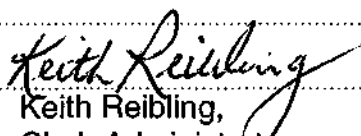
(8) This Document provides as follows:

Release of Site-Plan Development Agreement registered on the 2<sup>nd</sup> day of June, 1999, as Instrument #432117, between Anthony John Wallbank and the Corporation of the Township of Blandford-Blenheim.

The terms of this agreement have been complied with in regards to Part of Lot 13, Concession 7 (former Blenheim), more particularly described as Parts 2 and 3 on Reference Plan 41R-6429 (P.I.N. 00282-0282), and this release is final in nature and does not require any subsequent confirmation.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)  
Agreement Number 432117

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE	 Donald S. Woolcott, Mayor	2005 02 16
TOWNSHIP OF BLANDFORD-BLENHEIM	 Keith Reibling, Clerk-Administrator	2005 02 16

(11) Address for Service  
47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
Name(s)		

(13) Address for Service

(14) Municipal Address of Property 114 Wilmot Street North Drumbo, Ontario. N0J 1G0	(15) Document Prepared by: Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0	Fees and Tax Registration Fee 605 Total 605
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<p style="text-align: center; font-size: 24px; font-weight: bold;">447496</p> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 18px;">2001-05-17</p> <p>at 1328 <i>M. Z. Breen</i> Land Registry Office No. 41 Land Registrar</p> <p>New Property Identifiers <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p> <p>Executions <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>		<p>(2) Page 1 of 1 pages</p>																			
	<p>(3) Property Identifier(s) Block 00282 Property 0281 00282 0283 00282 0284</p>		<p>Additional: See Schedule <input type="checkbox"/></p>																			
	<p>(4) Nature of Document PARTIAL RELEASE OF SITE-PLAN DEVELOPMENT AGREEMENT</p>																					
	<p>(5) Consideration n/a Dollars \$</p>																					
	<p>(6) Description In the former Township of Blenheim, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Part of Lot 13, Concession 7 (Blenheim), described as PARTS 1, 4, 5 and 6 on Reference Plan 41R-6429.</p>																					
<p>(8) This Document provides as follows:</p> <p>Release of Site-Plan Development Agreement registered on the 2nd day of June, 1999, as Instrument #432117, between Anthony John Wallbank and the Corporation of the Township of Blandford-Blenheim.</p> <p>The terms of this agreement have been complied with in regards to Part of Lot 13, Concession 7 (former Blenheim), more particularly described as PARTS 1, 4, 5 and 6 on Reference Plan 41R-6429 (P.I.N.s 00282 0281; 00282 0283 and 00282 0284), and this release is final in nature and does not require any subsequent confirmation.</p> <p style="text-align: right;">Continued on Schedule <input type="checkbox"/></p>																						
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Registration Fee																						
Total	60																					

FOR OFFICE USE ONLY

432117

Number  
**CERTIFICATE OF REGISTRATION**  
REGISTERED

1999 06 02

at 16.13  
Land Registry  
Office No. 41

*M. L. Brown*  
Land Registrar

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☒ Land Titles ☐

(2) Page 1 of 16 pages

(3) Property  
Identifier(s)

Block  
00282

Property  
0206

Additional:  
See  
Schedule ☐

(4) Nature of Document

Consent Agreement Registered pursuant to Sections  
51(6) and 53(2) of the Planning Act, R.S.O.1990

(5) Consideration

-----nil----- Dollars \$

(6) Description

In the former Township of Blenheim, now in the  
Township of Blandford-Blenheim, in the County  
of Oxford, being composed of Part of Lot 13,  
Concession 7 (Blenheim), described as PARTS 1,  
2, 3, 4, 5 and 6 on Reference Plan 41R-6429.

(7) This  
Document  
Contains:

(a) Redescription  
New Easement  
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional  
Parties ☐

Other ☐

(8) This Document provides as follows:

See Attached Consent Agreement.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

THE CORPORATION OF THE TOWNSHIP

OF BLANDFORD-BLENHEIM (the "Township")

by its Clerk-Administrator Keith Reibling

*Keith Reibling*

1999 06 02

(11) Address  
for Service

47 Wilmot Street South, DRUMBO, Ontario.

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

ANTHONY JOHN WALLBANK

(13) Address  
for Service

R.R.#1, DRUMBO, Ontario. NOJ 1G0

(14) Municipal Address of Property

106 Wilmot St. N. 6  
110 Wilmot St. N. 4 & 5  
114 Wilmot St. N. 2 & 3  
118 Wilmot St. N. 1  
DRUMBO, Ontario.  
NOJ 1G0

(15) Document Prepared by:

Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario.  
NOJ 1G0

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

50-

**CONSENT AGREEMENT**

**ANTHONY J. WALLBANK SEVERANCES**

**PART OF LOT 13, CONCESSION 7,**

**TOWNSHIP OF BLANDFORD-BLENHEIM  
(Formerly Township of Blenheim)**

THIS AGREEMENT made on the 2nd day of June, 1999

BETWEEN:

ANTHONY J. WALLBANK

Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM

Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of consents to sever with respect to the said lands that will create four new building lots along the west side of Wilmot Street, north of Station Street in the Village of Drumbo, hereinafter called the new building lots;

AND WHEREAS the County of Oxford Land Division Committee (Application Numbers B-32/98 to B-35/98 inclusive) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated June 4, 1998, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

1. GENERAL

1.1 Deposit

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) per new building lot created in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township.

The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) per new building lot is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owners of the new building lots created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

**1.2 All work to conform to approved plan**

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan required by, and in accordance with the sections of this agreement. All approved plans are to be initialed by the Township Engineer.

**1.3 Construction of Works on Public Roads**

The Owner agrees to extend the "Urban Section" across the front of the severed lots as per the requirements of the approved plan (which forms part of this agreement) and in accordance with the applicable Ontario Provincial Standard Specifications. All work shall be completed by a competent Contractor engaged in this type of construction and shall be inspected by the Township or County representative.

The Owner agrees to provide security in the amount of 100% of the estimated costs detailed in Schedule D in the form of a certified cheque which shall be payable at the time of stamping of the deeds.

The owner agrees to arrange with his Engineer and/or the Township Engineer for the work to commence soon after the first building permit has been applied for and shall be completed in a timely manner.

**1.4 Owner to notify lot purchaser of his obligations**

The Owner agrees to notify each lot purchaser of his obligations of construction re the new building lots in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the lot purchaser is required to comply with all applicable sections of this agreement.

**1.5 Owner to employ Engineer for design**

The Owner or Lot purchasers shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare a site specific plan for each lot as detailed further in Section 12-2.

The Owner or Lot purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the plans, specifications, work, etc. of this Engineer.

**1.6 Other Work**

If at any time during the construction for the new building lots it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

**1.7 Liability**

Until the Council of the Township shall have accepted all the work with respect to the new building lots, as evidenced by the Engineer's Certificate of Lot Grading of Section 16, the Owner and/or the Lot Purchasers of the new lots agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchasers undertaking this development, or from any part or omission by the Owner or Lot Purchasers, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

**1.8 Intent**

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

**2. DRAINAGE ACT MATTERS****2.1 Relocation of Existing Drain**

The Owner shall relocate Branch O of the Cowan Drain around the new building lots as shown on the drawings using 300mm diameter plastic tubing (Big O pipe or equal). The cost of this relocation shall be totally at the cost of the owner. The owner further agrees to ensure that the work is inspected by the Township Engineer and that the location of the new drain has been properly documented.

The Owner agrees to provide security in the amount of 100% of the estimated costs detailed in Schedule D in the form of a certified cheque which shall be payable at the time of stamping of the deeds.

The work shall commence soon after the first building permit has been applied for and shall be completed in a timely manner.

**2.2 Engineer's Report for Drainage Assessment Reapportionment**

The Owner agrees to pay the cost of \$300 plus GST for a new report pursuant to Section 65 of the Drainage Act to reapportion assessments for maintenance of the Cowan Drain. Included with this report shall be a plan that shows the location of the relocated drain for future reference. This sum shall be payable prior to stamping the deeds.

**2.3 Advising Lot Purchasers of Obligations Relating to the Drainage Act**

The Owner agrees to notify the lot purchaser of its obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act.

**3. OTHER DRAINAGE MATTERS****3.1 Overflow Swale**

The Owner acknowledges the need to provide an overflow swale within Parts 3 and 4 to accommodate the storm water management concept of the future subdivision. As such, the owner agrees to ensure the swale is constructed as per the approved drawings.

**3.2 Grading of Lot (To Provide Proper Drainage)**

The Owner agrees to grade the new building lots as shown on the approved plan, and/or to notify the lot purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lots as per the approved plan.

**4. DRIVEWAYS****4.1 General**

The Owner agrees to notify each lot purchaser of his obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall initially consist of granular and shall ultimately be finished using a hard surfacing material, either asphalt, concrete or paving blocks.

**4.2 Permits**

The Owner shall advise each lot purchaser that it is his responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

**4.3 Specifications**

The driveways be constructed in accordance with the requirements of Schedule C.

5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES

5.1 General

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lots. Connections from the main lines of the services into the lots will be the responsibility of the lot purchaser.

6. STREET LIGHTING

6.1 Paying into Reserve Account

The Owner agrees to pay the sum of \$100 for each building lot to the Township which sum shall be deposited in the Township's Reserve Account for Street Lighting. This sum shall be payable prior to the stamping of the deeds.

6.2 Level of Service

The Township agrees to ensure that street lighting exists in the area of the lot comparable in appearance, spacing, location and intensity to existing lighting in the area except as provided differently by the Special Provisions.

7. PARKLAND FEES

7.1 Paying into Township's Reserve Account

The Owner agrees to pay for each new building lot created, a sum of Seven Hundred Dollars (\$700) as a deposit for cash in lieu of parkland which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deeds.

8. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS

The Township or County may hold the Owner or any lot purchaser liable for any damages to an existing road that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any curb, any utility, any sign and any other works in the boulevards.

9. BOULEVARDS

Upon completion of all work on the lots and in the road allowances, to a degree as required by the Township or County, the affected boulevard area shall be regraded, topsoiled and seeded. Schedule C may provide details of the work required by the lot purchaser in the boulevard.

10. WATER SUPPLY

10.1 Connection Charges

In accordance with the County of Oxford Bylaw and Policies, the Owner or Lot Purchaser will be required to pay the applicable water connection charge at the time of issuance of a building permit.

10.2 Inspection of Work Beyond the Road

Prior to backfilling any house connection to a water line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

10.3 User Fees

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current bi-monthly water system fees under Schedule B of Oxford County Bylaw 3619-97. These fees will be transferred to Schedule A when a system connection is made. The owner shall also notify the Lot Purchaser that the current fees under Schedules A and B are under review and subject to change.

11. SEWAGE DISPOSAL

11.1 Connection Charges

In accordance with the County of Oxford Bylaw and Policies, the Owner or Lot Purchaser will be required to pay the applicable sewage connection charge at the time of issuance of a building permit.

11.2 Inspection of Work Beyond the Road

Prior to backfilling any house connection to a sewage line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

11.3 User Fees

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current bi-monthly sewage system fees under Schedule B of Oxford County Bylaw 3619-97. These fees will be transferred to Schedule A when a system connection is made. The owner shall also notify the Lot Purchaser that the current fees under Schedules A and B are under review and subject to change.

12. CONSTRUCTION ON THE LOT

12.1 Work to be in Accordance with Approved Plan

All work on the new building lots created must be in accordance with the approved plan, which is appended to this agreement.

12.2 Lot Purchaser's Obligation to Revise Approved Plan

The Owner agrees to prepare or to advise each lot purchaser of their obligation to prepare a site specific plan showing how the approved plan will be implemented on each lot. The site specific plan shall provide that driveways shall generally be in the same locations as shown on the approved plan. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The lot purchaser is responsible for implementing the site specific plan once approved.

12.3 Approval of Site Specific Plan Prior to Issuance of Building Permits

The site specific plan required by Section 12.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

12.4 Deposits, Certificates of Lot Grading

These matters shall be attended to in accordance with Section 16 hereto.

12.5 Timing

Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.

12.6 Changes

All work on the lots is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

**12.7 Ultimate Responsibility**

All security monies provided by the Owner or any lot purchaser pursuant to Sections 1.1 and 16.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lots. The Owner shall notify the lot purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lots, these securities will be released to the current owners of the building lot.

**13. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES****13.1 Review of Plans, Assistance in Finalizing the Consent Agreement**

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicing to finalize this Consent Agreement and to participate in, review and/or approve any construction.

**13.2 Inspection of Construction by Township Engineer**

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchaser forthwith upon demand by the Township.

**13.3 Township Legal and Engineer's Costs**

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any lot purchaser under Section 15 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

**13.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser**

These services of the Township Engineer will be separate from the above and are covered in Section 16 hereto.

**14. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED**

Prior to the Township's stamping of the deed(s) for any new building lots created, the Owner shall:

1. Have paid the amount required by Section 1.3 as security towards the reconstruction of Wilmot Street (\$12,520).
2. Have paid the amount required by Section 2.1 as security towards the relocation of the municipal drain (\$4,400)
3. Have paid the cost of the reapportionment report as required by Section 2.2 (\$321).
4. Have paid the sum for street lighting as required by Section 6 (\$400).
5. Have paid the sum for parkland fees as required by Section 7 (\$2,800).



6. Have paid all outstanding accounts of the Township, including those required by Section 13.3.
7. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 18.
8. Have executed this agreement with the Township.

## 15. BUILDING PERMITS

### 15.1 Building Permit Format

Prior to applying for a building permit, the revised plan as required by Section 12.2 must be approved. A building permit format shall be used whereby the Owner or Lot Purchaser shall not receive permission to frame until the foundation has been certified. The Owner or Lot Purchaser shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

### 15.2 Development Charges

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

### 15.3 Other Matters to be Attended to Prior to Issuance of a Building Permit

- a) Provide security deposit for lot grading and driveway construction.
- b) All fees, deposits, etc. required for Township's existing and future costs must be attended to.

## 16. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS

### 16.1 Amount of Security

To ensure that the Owner, each lot purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500, cash or certified cheque for each lot, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with revised plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the roads are attended to and if all other matters required by this agreement are attended to.

### 16.2 Owner of Security

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

### 16.3 Security to be Drawn on if Default

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

### 16.4 Township Engineer's Costs

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be \$250.00 for each lot. Multiple trips or revisions to plan may increase these fees. The Owner or lot purchaser shall ensure that the water shut-off valve is brought flush to the surface prior to requesting final grading inspection.

16.5 Release of Security

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

16.6 Completion of Lot Grading

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself enter upon the lot and complete the lot grading at the expense of the security deposit.

16.7 Definition

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved site plan, sod has been placed or there is an established growth from seeding.

17. DEFAULT

In addition to any other remedy which the Township may have against the Owner or any Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment, which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of Section 326 of the Municipal Act, RSO 1990, as amended.

18. REGISTRATION OF THIS AGREEMENT

18.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.

18.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

19. EASEMENTS, BLOCKS

The Owner agrees to register an easement comprised of Parts 3 and 4 of Plan 41R-6429 in favour of the Municipality for drainage purposes.

20. MISCELLANEOUS20.1 Agreement to Enure

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, each lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the applicable lot and with respect to finishing of driveways and boulevards.

20.2 Variations

All work is to be in accordance with the approved plan and in accordance with the site specific plans to be prepared for each property subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

21. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Keith Reibling*

OWNER

*Anthony J. Wallbank*  
\_\_\_\_\_  
Anthony J. Wallbank

THE CORPORATION OF THE TOWNSHIP  
OF BLANDFORD-BLENHEIM

(SEAL)

*Donald S. Woolcott*  
\_\_\_\_\_  
Mayor - Donald S. Woolcott

*Keith Reibling*  
\_\_\_\_\_  
Clerk - Keith Reibling

SCHEDULE "A"

Agreement Dated the 2nd of June, 1999.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of Part of Lot 13, Concession 7 and more particularly described as Parts 1 to 6 on Reference Plan 41R-6429.

SCHEDULE "B"

CONSENT CONDITIONS

In the case of an Application for Consent as made under Section 53 of the Planning Act, R.S.O. 1990, as amended, as it affects the property located on the:

west side of Wilmot Street north of Station Street in the Village of Drumbo

Part Lot 13, Concession 7, Township of Blandford-Blenheim, formerly Blenheim

CONDITIONS:

1. *Drainage assessment re-apportionment be undertaken pursuant to Section 65 of the Drainage Act, RSO 1990, at the applicant's expense, to the satisfaction of the Township of Blandford-Blenheim.*
2. *The applicant enter into a standard Severance Agreement with the Township of Blandford-Blenheim, for the development of the severed lot to include storm water management, lot grading, sidewalks, street lighting, and drainage assessment re-apportionment, to the satisfaction of the Township of Blandford-Blenheim. The Severance Agreement shall make reference to and take into consideration the future development of the adjacent lands covered by draft plan of subdivision 32T-92006.*
3. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise have been complied with.*
4. *All stated conditions must be satisfied pursuant to Subsection 20, of Section 53 of the Planning Act, R.S.O. 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for clarification pursuant to Subsection 22, of Section 53 of the Planning Act, R.S.O. 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall lapse.*

*Dated this 4th day of June, 1998.*

SCHEDULE "C"**C.1 DRAINAGE****a) Roof Drainage**

- to be directed onto the surface of the lot.

**b) Sump Pumps**

The foundation drain shall be connected to a sump pump, which shall discharge to the surface.

**C.2 DRIVEWAYS****a) Dimensions**

Driveways to be 3.0m (min.) to 6.0m (max.).

**b) Materials**

250mm minimum Granular A

50mm asphalt or 150mm concrete or interlocking paving stones

**C.3 BOULEVARDS**

Boulevards to be topsoiled (100mm thick min.) and seeded.

SCHEDULE "D"1.0 ROADWORK

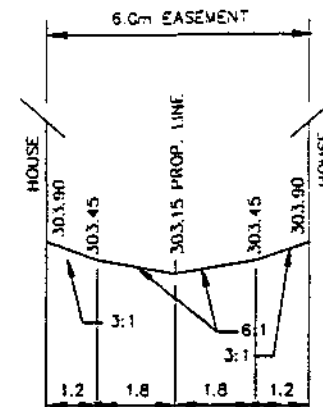
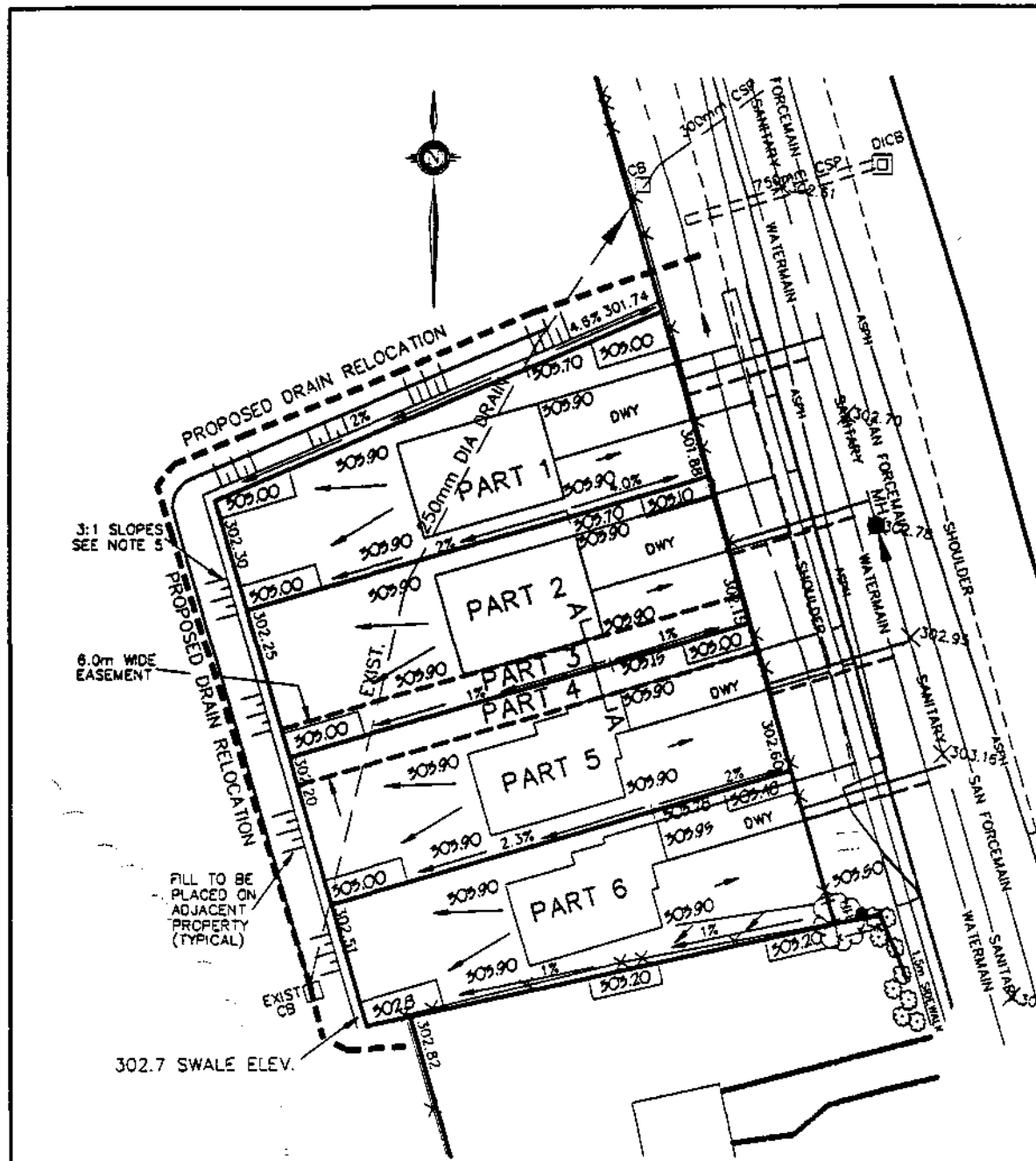
- 1.1 The following is an estimate of the work required and costs to widen the existing asphalt road surface, to extend the curb and sidewalk to the northerly limit of the severances, to fill in the existing road ditch and to construct a concrete spillway from the end of the new curb to the existing road ditch.

1.	Remove existing asphalt spillway, sidewalk transition area and curb	\$ 200
2.	Strip topsoil and fill in existing road ditch	1,500
3.	Extend curb	2,650
4.	Extend sidewalk	3,200
5.	Regrade the existing shoulder area and pave	2,300
6.	Construct new spillway	<u>350</u>
	Total	10,200
	Contingencies (5%)	500
	Engineering (10%)	<u>1,000</u>
	Sub Total	\$ 11,700
	GST (7%)	<u>820</u>
	TOTAL:	\$ 12,520

2.0 DRAINAGE

- 2.1 The following is an estimate of the work required and the costs to relocate the municipal drain to an area outside of the severed lots.

1.	Locate existing tile at terminal end of the relocation pipe	\$ 200
2.	Connect to existing tile including concrete sealing	300
3.	Place new 95m of 300mm dia. perforated plastic tubing with filter sock	2,800
4.	Connect to existing catchbasin	<u>200</u>
	Total	\$ 3,500
	Contingencies (5%)	200
	Engineering (10%)	<u>350</u>
	Sub Total	\$ 4,050
	GST (7%)	<u>284</u>
	TOTAL:	\$ 4,334
	Round to:	\$ 4,400



A - A  
OVERFLOW SWALE IN EASEMENT  
(PARTS 3 & 4)

**BENCHMARK**  
CUT 'X' ON S/E CORNER OF CONCRETE  
FIRE CISTERN ON WEST SIDE OF CO. RD 3  
APPROX. 95m NORTH OF PART 1 ELEV. 303.295

### LEGEND

- 302.05 EXISTING ELEV
- 303.00 PROPOSED GROUND ELEVATION
- PROPOSED SURFACE FLOW DIRECTION
- EXIST. WATER & SANITARY SERVICE
- EROSION CONTROL FENCE

### NOTES

1. THIS IS THE APPROVED PLAN IN ACCORDANCE WITH AND SHALL FORM PART OF THE AGREEMENT.
2. FINISHED GRADE ELEVATIONS SHOWN ON THIS PLAN SHALL BE MAINTAINED TO PROVIDE DRAINAGE OF THE LOT TO THE COUNTY ROAD OR TO THE WETLAND AT THE REAR OF THE LOT MINIMUM BASEMENT ELEV. TO BE 302.70. MINIMUM TOP OF FOOTING TO ELEV. 304.10
3. LOCATION OF HOUSE MAY VARY WITHIN THE LIMITS SET BY THE ZONING BYLAW AND PROVIDED THAT THE OVERALL DRAINAGE SCHEME AND PROPOSED MINIMUM ELEVATIONS ARE MAINTAINED.
4. CONSTRUCT SWALE ALONG THE SOUTH SIDE OF PART 6 WHOLLY ON THE LOT AS SHOWN TO ASSIST WITH THE DRAINAGE OF THE ADJACENT EXISTING LOT. RELOCATE FENCE TO PROPERTY LINE IF REQUIRED.
5. FILL PLACED ON ANY LOT SHALL EXTEND AT LEAST 1m BEYOND THE NORTH PROPERTY LINE IF THE ADJACENT LOT IS NOT BEING DEVELOPED AT THE SAME TIME SO THAT THE SWALE MAY BE CONSTRUCTED. FILL SHALL ALSO EXTEND 1m BEYOND THE REAR PROPERTY LINE SO THAT THE LOT PURCHASER MAY CONSTRUCT A FENCE ALONG THE PROPERTY LINE.
6. EROSION CONTROL FENCE SHALL BE PLACED UPON COMMENCEMENT OF ANY WORK AND SHALL BE MAINTAINED BY THE DEVELOPER UNTIL ALL FILL SLOPES HAVE AN ESTABLISHED GRASS COVER.
7. SEE DRAWING NUMBER 2 FOR DETAILS OF THE DRAIN RELOCATION AND THE ROADWORK REQUIRED BY THE CONSENT AGREEMENT.

No.	REVISION	DATE	DESIGNED BY: JH
			CHECKED BY: HAA
			DRAWN BY: JH
			CHECKED BY: HAA
			FIELD BOOK:

SCALE
1:500
2m 0 5m



**WALLBANK CONSENT AGREEMENT**  
PART OF LOT 13 CONC. 7 BLENHEIM (PARTS 1-6 RP 41R-6429 DRUMBO)  
TOWNSHIP OF BLANDFORD-BLENHEIM COUNTY OF OXFORD

## GRADING PLAN

**K. SMART ASSOCIATES LIMITED**  
CONSULTING ENGINEERS AND PLANNERS  
85 MCINTYRE DRIVE  
KITCHENER, ONTARIO N2R 1H6

JOB NUMBER
99103
DATE
JUNE 1, 1999
DRAWING NUMBER
1 OF 2





THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1272-99

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and Clayton and Marilyn Stere.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding Application Number B-88/98 has granted one (1) severance subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lot.

**AND WHEREAS** Township Council deems it desirable to enter into an Agreement with the developer to effect proper development of One (1) residential lots, being composed of Part of Lots 1, 2, 3 & 4, Plan 163 (former Blandford), more particularly described as Part 1 on Reference Plan 41R-6402.

**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

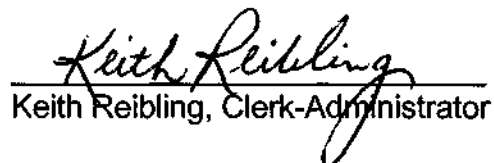
1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated June 2<sup>nd</sup>, 1999, for developing lands, being composed of Part of Lots 1, 2, 3 and 4, Plan 163 (former Blandford), more particularly described as Part 1 on Reference Plan 41R-6402, between Clayton and Marilyn Stere and the Corporation of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 2nd day of June, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 2nd day of June, 1999.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

# Document General

## Form 4 — Land Registration Reform Act

**D**

<p style="text-align: center; font-weight: bold;">469190</p> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-weight: bold;">2003-09-24</p> <p>at 11651 <i>[Signature]</i> Land Registry Office No. 41 Land Registrar</p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 1 pages		(3) Property Identifier(s) Block 00261 Property 0044 Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document RELEASE OF SITE-PLAN DEVELOPMENT AGREEMENT		
	(5) Consideration n/a Dollars \$		
	(6) Description In the former Township of Blandford, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Part of Lots 1, 2, 3 and 4, Plan 163 (Blandford), described as PART 1 on Reference Plan 41R-6402.		
	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>		
	(8) This Document provides as follows:		

Release of Site-Plan Development Agreement registered on the 2nd day of June, 1999, as Instrument #432118, between Clayton and Marilyn Stere and the Corporation of the Township of Blandford-Blenheim.

The terms of this agreement have been complied with in regards to Part of Lots 1,2,3 and 4, Plan 163 (Blandford), described as PART 1 on Reference Plan 41R-6402 (P.I.N. 00261 0044), and this release is final in nature and does not require any subsequent confirmation.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)  
Deed Number 432623 and Agreement Number 432118

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
Name(s) <b>THE CORPORATION OF THE</b>	<i>[Signature]</i> Donald S. Woolcott, Mayor	2003 09 17
<b>TOWNSHIP OF BLANDFORD-BLENHEIM</b>	<i>[Signature]</i> Keith Reibling, Clerk-Administrator	2003 09 17

(11) Address for Service 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
Name(s)		

(13) Address for Service

(14) Municipal Address of Property  
776609 Blandford Road,  
R.R.#1,  
Bright, Ontario.  
N0J 1B0

(15) Document Prepared by:  
Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario.  
N0J 1G0

Fees and Tax	
Registration Fee	60.-
Total	60.-

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

<p style="text-align: center; font-size: 1.2em;"><b>432118</b></p> <p>Number <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 1.2em;"><b>1999 06 02</b></p> <p>at.../.../... Land Registry Office No. 41</p> <p style="text-align: right;"><i>M. L. Breen</i> Land Registrar</p> <p>New Property Identifiers</p> <p>Executions</p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 13 pages		
	(3) Property Identifier(s)	Block 00261	Property 0043	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document Consent Agreement Registered pursuant to Sections 51(6) and 53(2) of the Planning Act, R.S.O. 1990.			
	(5) Consideration  -----nil----- Dollars \$			
	(6) Description In the former Township of Blandford, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Part of Lots 1, 2, 3 and 4, Plan 163 (Blandford), described as PART 1 on Reference Plan 41R-6402.			
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>	

(8) This Document provides as follows:

See Attached Consent Agreement.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)		Signature(s)	Date of Signature Y M D
Name(s)  THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM (the "Township") by its Clerk-Administrator Keith Reibling	Signature(s)  <div style="text-align: center;"><i>Keith Reibling</i></div>	Date of Signature 1999 06 02	

(11) Address for Service 47 Wilmot Street South, DRUMBO, Ontario.

(12) Party(ies) (Set out Status or Interest)		Signature(s)	Date of Signature Y M D
Name(s)  CLAYTON AND MARILYN STERE	Signature(s)	Date of Signature	

(13) Address for Service R.R.#1, BRIGHT, Ontario. NOJ 1B0

(14) Municipal Address of Property R.R.#1, Bright, Ontario. NOJ 1B0	(15) Document Prepared by: Keith Reibling, Clerk-Administrator, Township of Blandford- Blenheim, 47 Wilmot Street South, Drumbo, Ontario. NOJ 1G0	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Fees and Tax</th> </tr> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%; text-align: center;">50-</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td style="text-align: center;">50-</td> </tr> </table>	Fees and Tax		Registration Fee	50-							Total	50-
Fees and Tax														
Registration Fee	50-													
Total	50-													

**CONSENT AGREEMENT**

**STERE SEVERANCE**

**PART OF LOT 7, CONCESSION 12**

**TOWNSHIP OF BLANDFORD-BLENHEIM  
(Formerly Township of Blandford)**

THIS AGREEMENT made on the 2nd day of June 1999

BETWEEN:

**CLAYTON & MARILYN STERE**

Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM**

Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of a consent to sever with respect to the said lands that will create one new building lot along the west side of Blandford Road between Township Roads 12 & 13 hereinafter called the new building lot;

AND WHEREAS the County of Oxford Land Division Committee (Application Number B-88/98) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated November 5, 1998, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

**1. GENERAL****1.1 Deposit**

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) for the new building lot created in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

**1.2 All work to conform to approved plan**

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan, hereto attached, required by, and in accordance with various sections of this agreement. All approved plans are to be initialed by the Township Engineer.

**1.3 Construction Within Township Right-of-Way**

Work done within the road right-of-way by either the owner or Lot Purchaser shall be done to the Township's satisfaction.

**1.4 Owner to notify Lot Purchaser of his obligations**

The Owner agrees to notify the Lot Purchaser of his obligations of construction re the new building lot in accordance with the approved plan. The Owner agrees to provide free of charge to any Lot Purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the Lot Purchaser is required to comply with all applicable sections of this agreement.

**1.5 Owner to employ Engineer for design**

The Owner or Lot Purchaser shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lot showing the grading and drainage, the driveway and boulevard work, the location of the well and the location of the septic tile bed and 100% reserve area. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

**1.6 Other Work**

If at any time during the construction for the new building lot it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

**1.7 Liability**

Until the Council of the Township shall have accepted all the work with respect to the new building lot, as evidenced by the Engineer's Certificate of Lot Grading of Section 15, the Owner and/or the Lot Purchaser of the new lot agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchaser undertaking this development, or from any part or omission by the Owner or Lot Purchaser, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

**1.8 Intent**

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

**2. DRAINAGE ACT MATTERS****2.1 Section 65 Report**

The Owner agrees to pay \$300 plus GST for the cost of preparing a report under Section 65 of the Drainage Act to reapportion assessments for maintenance of the Horners Creek Drain.

**2.2 Advising Lot Purchasers of Obligations Relating to the Drainage Act**

The Owner agrees to notify the Lot Purchaser of their obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act.

**3. OTHER DRAINAGE MATTERS****3.1 Grading of Lot (To Provide Proper Drainage)**

The Owner agrees to grade the new building lot as shown on the approved plan, and/or to notify the Lot Purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lot as per the approved plan.

**4. DRIVEWAY****4.1 General**

The Owner agrees to notify the Lot Purchaser of his obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall consist of a granular surface.

**4.2 Permits**

The Owner shall advise each Lot Purchaser that it is his responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

**4.3 Specifications**

The driveways and culverts shall be constructed in accordance with the requirements of Schedule C.

**5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES****5.1 General**

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lot. Connections from the main lines of the services into the lot will be the responsibility of the Lot Purchaser.

**6. PARKLAND FEES****6.1 Paying into Township's Reserve Account**

The Owner agrees to pay for the new building lot created, a sum of Seven Hundred Dollars (\$700) as a deposit for cash in lieu of parklands which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deeds.

**7. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS**

The Township may hold the Owner or any Lot Purchaser liable for any damages to an existing road that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any utility, any sign and any other works in the boulevard.

**8. BOULEVARDS**

Upon completion of all work on the lot and in the road allowance, to a degree as required by the Township, the affected boulevard areas shall be regraded, topsoiled and seeded. Schedule C may provide details of the work required by the Lot Purchaser in the boulevards.

**9. WATER SUPPLY****9.1 General**

Individual or private water supply will be the responsibility of the Owner or the Lot Purchaser.

Any well shall be constructed in accordance with Oxford County Board of Health and MOEE guidelines and policies.

Although the Township is unaware of any problems with the ground water or existing wells in the area, the owner or Lot Purchaser is advised to ensure the availability of a potable water supply prior to any construction.

**10. SEWAGE DISPOSAL****10.1 General**

Individual or private septic systems will be the responsibility of the Owner or the Lot Purchaser.

The septic system shall be constructed in accordance with Oxford County Board of Health and MOEE guidelines & policies.

**10.2 Timing**

No building permits will be issued unless the applicant has the required Certificate of Approval from the Health Unit at the time of applying for the building permit.

**11. CONSTRUCTION ON THE LOT****11.1 Work to be in Accordance with Approved Plan**

All work on the new building lot created must be in accordance with the approved plan.

**11.2 Lot Purchaser's Obligation to Revise Approved Plan**

The Owner agrees to prepare or to advise the Lot Purchaser of their obligation to prepare a site specific plan showing how the approved plan will be implemented on the lot. The site specific plan shall provide that driveways and private septic systems shall generally be in the same locations as shown on the approved plan. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The Lot Purchaser is responsible for implementing the site specific plan once approved.

**11.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits**

The revised plan required by Section 11.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.



**11.4 Deposits, Certificate of Lot Grading**

These matters shall be attended to in accordance with Section 15 hereto.

**11.5 Timing**

Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.

**11.6 Changes**

All work on the lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

**11.7 Ultimate Responsibility**

All security monies provided by the Owner or any Lot Purchaser pursuant to Sections 1.1 and 15.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lot. The Owner shall notify the Lot Purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lot, these securities will be released to the current owners of the building lot.

**12. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES****12.1 Review of Plans, Assistance in Finalizing the Consent Agreement**

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicing to finalize this Consent Agreement and to participate in, review and/or approve any construction.

**12.2 Inspection of Construction by Township Engineer**

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected Lot Purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or Lot Purchaser forthwith upon demand by the Township.

**12.3 Township Legal and Engineer's Costs**

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any Lot Purchaser under Section 14 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

**12.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser**

These services of the Township Engineer will be separate from the above and are covered in Section 15 hereto.

**13. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED**

Prior to the Township's stamping of the deed for the new building lot created, the Owner shall:

1. Have paid the \$321 for Assessment Reapportionment as required by Section 2.1.
2. Have paid the sum for parkland fees as required by Section 6 (\$700).
3. Have paid all outstanding accounts of the Township, including those required by Section 12.3.
4. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 17.
5. Have executed this agreement with the Township.

**14. BUILDING PERMITS****14.1 Building Permit Format**

Prior to applying for a building permit, the revised plan as required by Section 11.2 must be approved. A building permit format shall be used whereby the Owner or Lot Purchaser shall not receive permission to frame until the foundation has been certified. The Owner or Lot Purchaser shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

**14.2 Development Charges**

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

**14.3 Other Matters to be Attended to Prior to Issuance of a Building Permit**

- a) Obtain certificate of approval from Health Unit for the private septic systems.
- b) Provide security deposit for lot grading and driveway construction.
- c) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
- d) Obtain the entrance permit from the applicable authority.

**15. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS****15.1 Amount of Security**

To ensure that the Owner, the Lot Purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500, cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the Lot Owner at the time, without interest and less the costs of the Township Engineer's involvement with revised plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the roads are attended to and if all other matters required by this agreement are attended to.

**15.2 Owner of Security**

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

**15.3 Security to be Drawn on if Default**

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

**15.4 Township Engineer's Costs**

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be \$250.00. Multiple trips or revisions to plan may increase these fees.

**15.5 Release of Security**

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

**15.6 Completion of Lot Grading**

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon the lot and complete the lot grading at the expense of the security deposit.

**15.7 Definition**

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

**16. DEFAULT**

In addition to any other remedy which the Township may have against the Owner or any Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of Section 326 of the Municipal Act, RSO 1990, as amended.

**17. REGISTRATION OF THIS AGREEMENT**

17.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.

17.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

18. EASEMENTS, BLOCKS  
None are required.

19. MISCELLANEOUS

19.1 Agreement to Enure

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, each Lot Purchaser shall assume the applicable obligations of the Owner as they relate to work on the applicable lot and with respect to finishing of driveways and boulevards.

19.2 Variations

All work is to be in accordance with the approved plan and in accordance with the revised plans to be prepared for each property subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

20. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Keith Reibling*

OWNER

*Clayton Stere*  
Per Clayton Stere

*Marilyn Stere*  
Per Marilyn Stere

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-  
BLEMHEIM

(SEAL)

*Donald S. Woolcott*  
Mayor - Donald S. Woolcott

*Keith Reibling*  
Clerk - Keith Reibling

**SCHEDULE "A"**

Agreement Dated the 2nd day of June, 1999.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blandford), in the County of Oxford, being composed of Part of Lot 7, Concession 12 and more particularly described as Part 1 on Reference Plan 41R-6402.

**SCHEDULE "B"****CONSENT CONDITIONS**

In the case of an Application for Consent as made under Section 53 of the Planning Act, R.S.O. 1990, as amended, as it affects the property located on the:

*west Blandford Road*  
~~south side of the Township Road 4 east of Oxford Road 4, at the end of Lucy Road, Part~~  
 Lot ~~11~~<sup>1</sup>, Concession ~~3~~<sup>12</sup>, Township of Blandford-Blenheim, formerly Blandford.

**CONDITIONS:**

1. *The lot to be severed and the parcel to be retained be appropriately re-zoned.*
2. *The applicant enter a Severance Agreement with the Township of Blandford-Blenheim for the development of the severed lot, to include stormwater management, lot grading and drainage reapportionment if required.*
3. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise have been complied with.*
4. *All stated conditions must be satisfied pursuant to Subsection 20, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for clarification pursuant to Subsection 22, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall elapse.*

*Dated this 5th day of November, 1998.*

**SCHEDULE "C"**

**C.1 DRAINAGE**

**a) Road Ditches**

Existing grading of road ditch to be maintained

**b) Sump Pumps**

The foundation drain shall be connected to a sump pump which shall discharge to the surface.

**C.2 DRIVEWAY**

**a) Dimensions**

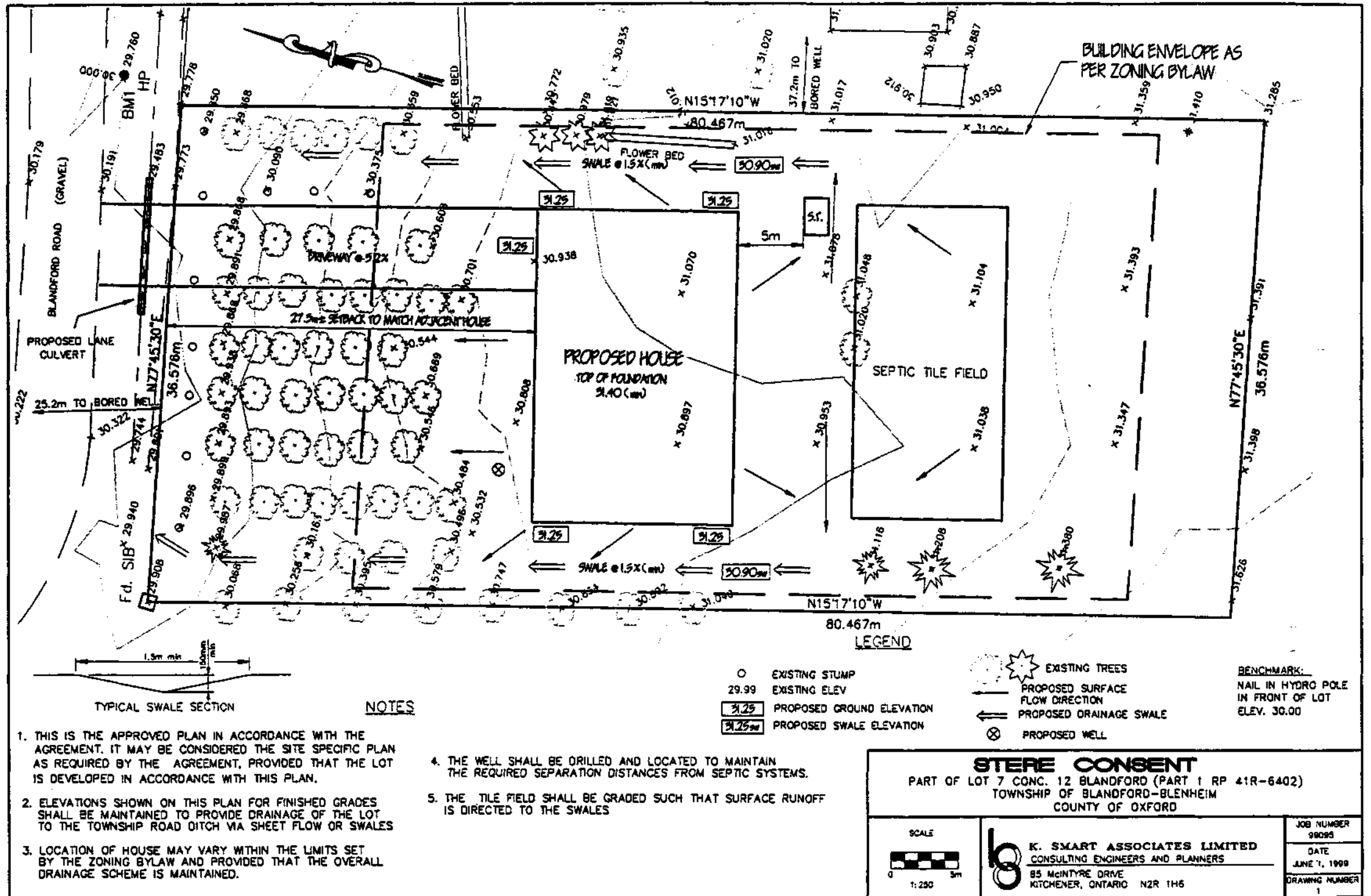
The minimum width shall be 3.5m and the maximum width is to be 6.0m.

**b) Materials**

- 250mm minimum Granular A

**c) Culvert**

- As required and supplied by Township Road Department





THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1273-99

A By-Law to amend Zoning By-Law Number 466-82, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 466-82 as amended, is hereby amended by changing to A2-43 the zone symbol of the lands so designated A2-43 on Schedule "A" attached hereto.
2. That Section 8.3 to By-Law Number 466-82, as amended is hereby amended by adding the following subsection at the end thereof.

"8.3.43        LOCATION: PART LOTS 20 & 21, CONCESSION 14 (BLENHEIM),  
A2-43

8.3.43.1       Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any A2-43 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

all uses permitted in Section 8.1 to this By-Law except a commercial farm and an intensive livestock farm.

8.3.43.2       Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any A2-43 Zone use any lot, or erect, alter or use any building or structure except in accordance with the following provisions:

8.3.43.2.1    LOT AREA:

Minimum

5.2 hectares

2. -cont'd

8.3.43 LOCATION: PART LOTS 20 & 21, CONCESSION 14 (BLENHEIM),  
A2-43


8.3.43.2 -cont'd

8.3.43.2.2 That all the provisions of the A2 Zone in Section 8.2 to By-Law Number 466-82, as amended, shall apply, and further that all other provisions of By-Law Number 466-82, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."


3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 2nd day of June 1999.

READ a third time and finally passed this 2nd day of June 1999.

  
Donald S. Woolcott, Mayor  
Mayor

(SEAL)

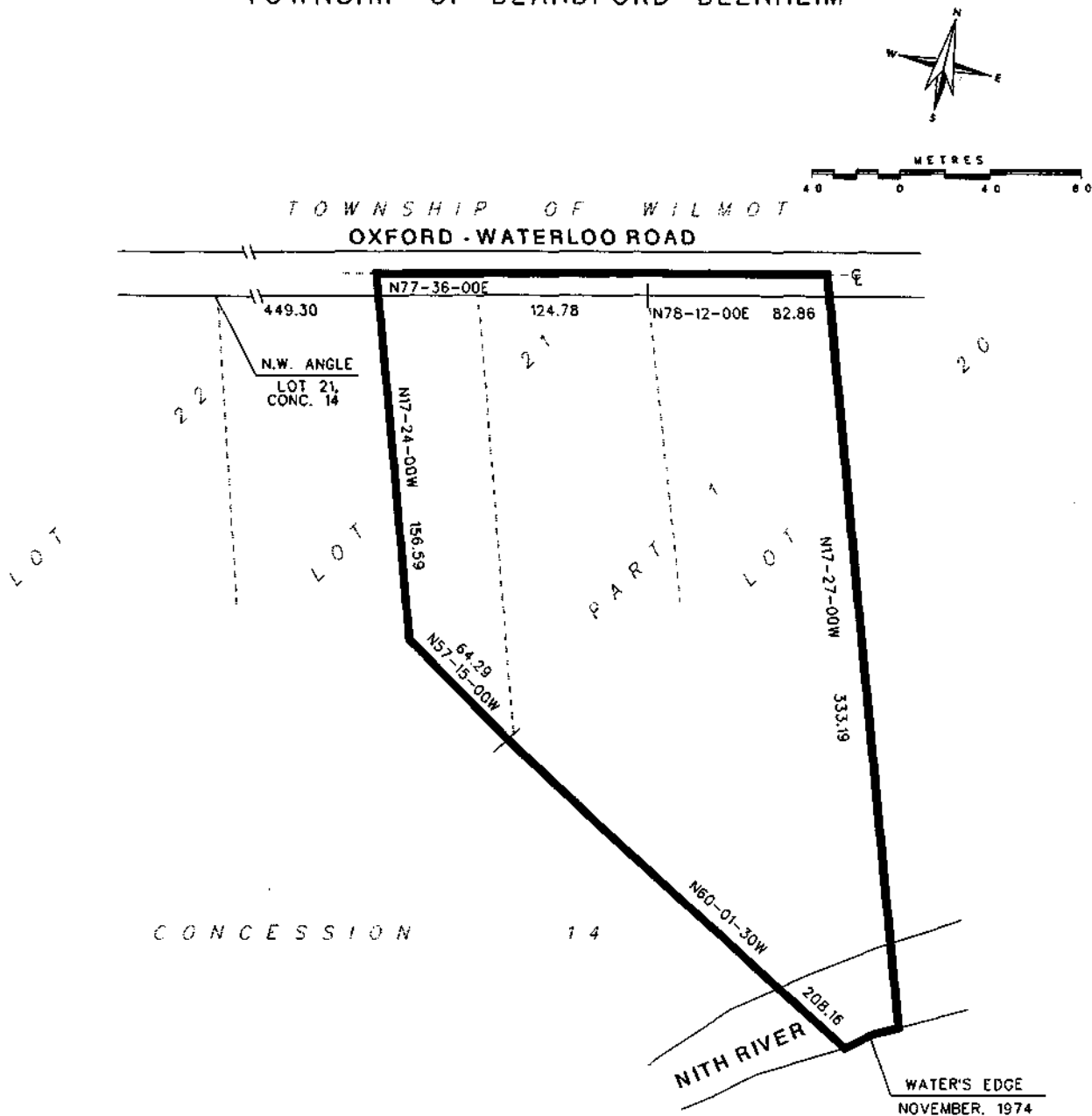
  
Keith Reibling, Clerk-Administrator  
Clerk

# SCHEDULE "A"

TO BY-LAW No. 1273-99

PART OF LOTS 20 AND 21, CONCESSION 14 (BLenheim)  
PART 1, REFERENCE PLAN 41R-863

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW No. 1273-99, PASSED

THE 2nd DAY OF June, 1999



AREA OF ZONE CHANGE TO A2-43

NOTE: ALL DIMENSIONS IN METRES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

Donald S. Woolcott MAYOR  
  
Keith Reibling CLERK

ZON 1-401

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1273-99

EXPLANATORY NOTE

The purpose of By-Law Number 1273-99 is to rezone property located on the south side of Oxford-Waterloo Road, between River Road and Oxford Road 23, comprising Part Lots 20 & 21, Concession 14 (Blenheim), in the Township of Blandford-Blenheim from Residential Existing Lot (RE) and General Agricultural (A2) to Special General Agricultural (A2-43) to permit the use of an existing rural residential lot, which has been enlarged by an application for consent, for agricultural purposes including pasture for the grazing of a limited number of livestock. The subject property covers an area of 5.2 hectares (13 acres) and the By-law recognizes the reduced lot area. The zone change will implement a condition of approval for consent application #B-52/98 imposed by the County of Oxford Land Division Committee. The subject property is currently owned by Bruce and Carol Main, with the severed parcel currently owned by Allan and Marion Douglas.

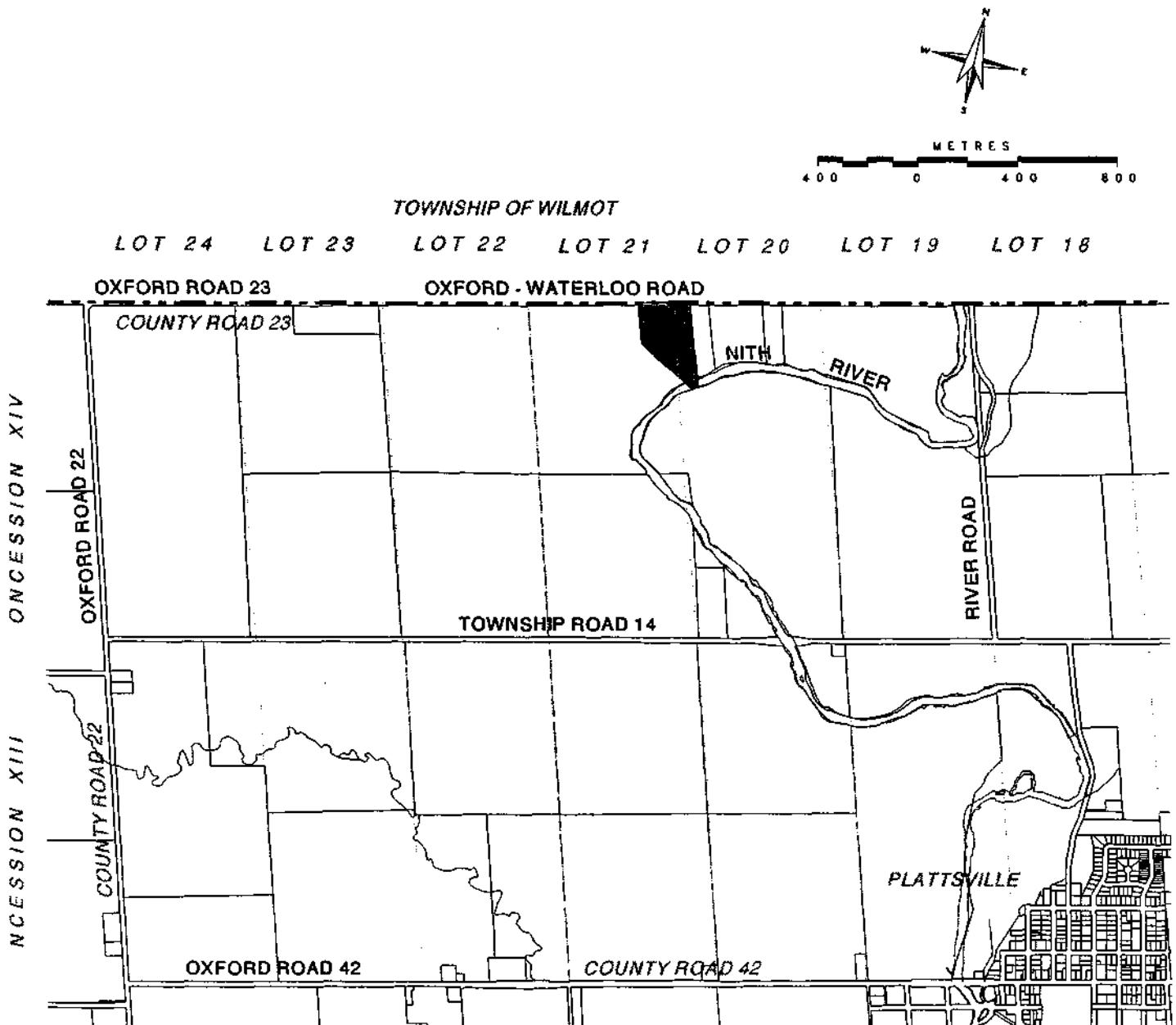
The Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1273-99. The public hearing was held on June 2, 1999.

Any person wishing further information relative to Zoning By-Law Number 1273-99 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



LANDS TO WHICH BYLAW 1273-99 APPLIES



© 1999  
LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1274-99

Being a By-law to amend By-law Number 1230-98 for restricting the Weight of Vehicles passing over One (1) individual bridge structure in the Township.

**WHEREAS**, the Highway Traffic Act, R.S.O. 1990, Chapter H.8, Section 123, Subsection (2), and amendments thereto, provides that:

"The Municipal Corporation or other authority having jurisdiction over a bridge may by by-law approved by the Ministry (no longer required) limit the gross vehicle weight of any vehicle or any class thereof passing over such a bridge and the requirements of subsection (1) with respect to the posting up of notice apply thereto, "

**AND WHEREAS** it is deemed expedient to amend By-law Number 1230-98 to change the weight limit of vehicles passing over Bridge Structure No., 29 in the Corporation of the Township of Blandford-Blenheim after reviewing the recommendations contained in a letter dated May 20<sup>th</sup>, 1999, as prepared by Mr. Kevin Death, C.E.T., of the firm of K. Smart Associates Limited, Kitchener, Ontario.

**NOW THEREFORE** the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. Section 5 of By-law Number 1230-98 is hereby amended by inserting the following:

No vehicle or combination of vehicles or any class thereof whether empty or loaded shall be operated over the bridge situate on the Road Allowance between Concessions 4 and 5 at Lot 23 (former Blenheim); Structure No. 29; M.T.O. Site No. 23-107; where the gross vehicle or combination of vehicles or any class thereof exceeds Four (4) TONNES.

2. The provisions of this By-law shall have force and effect until June 2<sup>nd</sup>, 2001.
3. Every person who contravenes any of the provisions of a by-law made under subsection 104b(2) is guilty of an offence and on conviction is liable to a fine in accordance with the provisions outlined in Section 106, as amended, of The Highway Traffic Act.
4. This By-law shall become effective immediately upon enactment and a notice of limit of weight permitted, legibly printed, has been posted in a conspicuous place at each end of the bridge.

By-law **READ** a **FIRST** and **SECOND** time this 2<sup>nd</sup> day of June, 1999.

By-law **READ** a **THIRD** time and **PASSED** in Open Council this 2<sup>nd</sup> day of June, 1999.

(SEAL)



Donald S. Woolcott, Mayor



Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1269-99

**CRANBERRY LAKE DRAIN 1998**

A By-law to provide for a drainage works in the Township of Blandford-Blenheim in the Restructured County of Oxford.

**WHEREAS** the requisite number of owners have petitioned the Council of the Corporation of the Township of Blandford-Blenheim (the "Corporation") in the Restructured County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

**TOWNSHIP OF BLANDFORD-BLENHEIM**

Part of Lots 3, 4 and 5, Concession 3 (former Blandford)

Part of Lots 3, 4, 5, 6 and 7, Concession 4 (former Blandford)

Part of Lots 4 and 5, Concession 5 (former Blandford)

Part of the Blandford Road

Part of Township Roads 4 and 5 (former Blandford)

**AND WHEREAS** the estimated cost of constructing the Drainage Works is **\$75,100.00**.

**AND WHEREAS \$75,100.00** is the amount to be contributed by the Corporation for construction of the Drainage Works.

**AND WHEREAS** the Corporation has received its annual debt and financial obligation limit for 1998 from the Ministry of Municipal Affairs (the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable.

**THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim pursuant to the Drainage Act, R.S.O. 1990, enacts as follows:

1. (1) The original report dated May 29<sup>th</sup>, 1998, that was previously circulated, is hereby adopted and the Drainage Works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
- (2) An additional report dated May 4<sup>th</sup>, 1999, entitled "Addendum Number 1" and attached hereto, is hereby adopted with revised Schedules "A" and "B" indicating new cost sharing assessments for both construction and maintenance of the drainage works.
2. (1) The Corporation may borrow on the credit of the Corporation the amount of **\$75,100.00**, being the necessary amount for construction of the Drainage Works.
- (2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,
  - (a) grants received under Section 85 of the Act;
  - (b) commuted payments made in respect of lands and roads assessed within the municipality;

(c) moneys paid under subsection 61(3) of the Act; and

such debentures shall be made payable within a term not to exceed five (5) years from the date of the debenture(s) and shall bear interest at a rate to be established by the County at the time such debenture(s) are issued.

The Restructured County of Oxford shall handle the sale of such debenture(s). The Corporation shall make annual payments of principal and interest in respect of the debenture(s) issued by the Restructured County of Oxford to the County on or before their respective due dates.

3. In each year during the currency of the debentures there shall be levied upon the lands and roads set forth in the attached Schedule "A" and raised by a special rate, an amount sufficient to redeem the principal and interest on the debenture(s), such amount shall be collected in the same manner and at the same time as other taxes are collected in each year of the currency of the debenture(s).

SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
3	N. Pt L. 3 & 4 (Victor & Marguerite Pimentel)	\$ 99.00
3	N. Pt. L. 4 (394075 Ontario Ltd.)	87.00
3	N. Pt. L. 4 & 5 (Gary Brown)	40.00
3	N. Pt. L. 4 (David & Rosa Herman)	22.00
3	N. Pt. L. 4 (Donald & Victoria Dempsey)	18.00
3	N. Pt. L. 4 (Leonard & Barbara Wright)	15.00
3	N. Pt. L. 4 (G. Bruce & Phyllis Beemer)	18.00
3	Pts. L. 4 & 5 (Joseph & Shirley Nemeth)	109.00
3	W. Pt. L. 5 (Joseph Nemeth)	175.00
3	E. Pt. L. 5 (Ronald & Shirley Brown)	163.00
3	W. Pt. L. 5 (Timothy Wettlaufer & Denise Ramore)	17.00
3	Pt. 6 (Joseph Nemeth)	4,706.00
3	N. Pt. L. 7 (William & Rose Marie Clark)	5,350.00
3	N. Pt. L. 7 (Robert & Lynda Pozzobon)	1,088.00
4	S. Pts. L. 3 & 4 (Sherwood Lefler)	471.00
4	S. Pt. L. 4 (Walter & Theresa Lednicky)	899.00
4	S. Pt. L. 5 (Stephen & Jacqueline Lisovec)	496.00
4	W. Pt. L. 5 (John Lovely & Tara Porter)	142.00
4	W. Pt. L. 5 (Wayne & Jane Uncer)	2,817.00
4	S. Pt. L. 6 (Beverly Ede)	5,664.00
4	S. Pt. L. 6 (George Wells)	753.00
4	S. Pt. L. 6 (Calix & Carolyn Terpstra)	753.00
4	L. 7 (Edward Down)	16,383.00
4	N. Pt. L. 3 (Sherwood Lefler)	201.00
4	N. Pt. L. 4 (Four Ninety Eight Queens Ave. Ltd.)	758.00
4	N. Pt. L. 5 (Joseph Kovacs)	157.00
4	N. Pt. L. 5 (Four Ninety Eight Queens Ave. Ltd.)	243.00
4	N. Pt. L. 6 (Joseph Kovacs)	101.00



SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
4	N. Pt. L. 6 (Joseph Kovacs)	1,606.00
4	N. Pt. L. 6 (Leroy & Helen Kellestine)	508.00
4	Pt. 6 (Stephen & Merle Kember)	11.00
5	S. Pt. L. 5 (Wm. Chesney & Sons Ltd.)	176.00
5	S. Pt. L. 5 (U.T.R.C.A.)	114.00
5	N. Pt. L. 4 (Thomas & Jennifer Michael)	127.00
	Special Assessment to Esso (Imperial Oil)	<u>2,780.00</u>
	SUB-TOTAL	\$47,067.00
	Township Roads	15,813.00
	Special Assessment to Township Roads	<u>12,220.00</u>
<b>TOTAL ASSESSMENT - TOWNSHIP OF</b>		
<b>BLANDFORD-BLENHEIM</b>		<b><u>\$75,100.00</u></b>

4. For paying the sum of \$28,033.00, being the amount assessed upon the lands and roads belonging to or controlled by the municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Township of Blandford-Blenheim and shall be payable from the current revenue at the time construction of the drain is completed and the costs assessed.
5. All assessments of \$50.00 or less are payable in the first year in which the assessment is imposed.
6. By-law Number 1214-98 provisionally adopting the original report (two readings only) on July 2<sup>nd</sup>, 1998, is hereby repealed.
7. This by-law comes into force on the passing thereof and may be cited as **"CRANBERRY LAKE DRAIN 1998 BY-LAW"**.

First Reading: May 19<sup>th</sup>, 1999.Second Reading: May 19<sup>th</sup>, 1999.Provisionally adopted this 19th day of May, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator.

Third Reading: July 7th, 1999.Enacted the 7th day of July, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

KEITH REIBLING, A.M.C.T., Clerk-Administrator  
MAUREEN SIMMONS, A.M.C.T., Treasurer/Collector  
WILLIAM VANCE, Road Manager  
JAMES WATSON, C.E.T., Building and Drainage Inspector



P.O. Box 100  
Telephone: (519) 463-5347  
Fax: (519) 463-5881

**TOWNSHIP OF BLANDFORD-BLENHEIM**

47 Wilmot Street South

**DRUMBO, ONTARIO**

N0J 1G0

May 20, 1999.

**TO ALL LANDOWNERS IN THE  
"CRANBERRY LAKE DRAIN 1998" ADDENDUM NO. 1 WATERSHED**

**NOTICE OF SITTING OF COURT OF REVISION**

The Drainage Act, R.S.O. 1990, Chapter D.17, Section 46(1) and (2)

Notice is hereby given that a Court of Revision will be held at the Township Office, Drumbo, Ontario, on the **16<sup>th</sup> day of June, 1999, at 7:30 P.M.**, to hear any owner of land or, where roads in the local municipality are assessed, any ratepayer, who complains that his or any other land that should have been assessed has not been assessed or that due consideration has not been given or allowance made as to type or use of land, who personally, or by his agent, has given notice in writing to the Clerk of the initiating municipality that he considers himself aggrieved for any or all such causes.

The last date for notice shall be **FRIDAY, JUNE 4<sup>th</sup>, 1999.**

  
Keith Reibling,  
Clerk-Administrator

If no notice of intention to make application to quash a by-law is served upon the Clerk of the initiating municipality within ten days after the passing of the by-law, or where a notice of intention has been given, if an application to quash is not made to the referee within three months after the passing of the by-law, or so much thereof as is not the subject of or is not quashed upon any such application, is valid and binding according to its terms, so far as it prescribes or directs anything within the proper competence of the Council; The Drainage Act, R.S.O. 1990, Chapter D.17, Section 58(2).

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1275-99

Being a by-law to adopt the 1999 estimates of all sums required during the year for the purposes of the municipality and to levy the tax rates for all purposes.

**WHEREAS**, Section 367 and 368 of the Municipal Act (Chapter M45), RSO 1990 as amended provides the authority for Council to adopt estimates and the restrictions on calculating tax rates to collect the same.

**AND WHEREAS**, the Council of the Township of Blandford-Blenheim after considering the requirements of the municipality adopted the following estimated expenditures and revenues as prepared by the Treasurer for 1999.

General Government		
General Expenses	\$ 411,247.00	
Capital Expenses	10,000.00	
Computer Equipment	13,700.00	
		\$434,947.00
Protection to Persons & Property		
General Expenses - Fire	158,714.00	
Capital Equipment - Fire	15,268.00	
Agreements	42,000.00	
Animal Protection	7,000.00	
Reserve for Fire Vehicles	30,000.00	
Reserve for Building	10,000.00	
		262,982.00
Transportation Services		
Roads Maintenance	995,720.00	
Roads - capital projects	341,700.00	
Roads - Bridge projects	545,300.00	
Roads - Drainage assessments	62,000.00	
Street Lighting	19,450.00	
Transfer to Reserves	448,500.00	
		2,412,670.00
Environmental Services		
Garbage Collection - Contract	115,260.00	
Garbage Recycling - Contract	96,325.00	
Landfill Recycling & Misc.	9,000.00	
Landfill Tipping Fees	36,000.00	
		256,585.00
Health Services		
Inactive Cemeteries	14,325.00	
Active Cemeteries	47,050.00	
		61,375.00
Policing		
Policing - Amalgamated Force	890,120.00	
		890,120.00
Parks and Recreation		
Park Maintenance	17,865.00	
Capital Improvements - Parks	18,800.00	
Community Center Maintenance	13,855.00	
Plattsville Arena	133,615.00	
Plattsville Arena - wages/benefits	134,780.00	
Capital Improvements - Arena	27,415.00	
Other Grants	5,190.00	
		351,520.00

## Planning and Development

Drainage - Township portion	2,000.00	
Zoning By-law Review	11,000.00	
Municipal Drain Debenture	70,221.00	
Tile Drain Debentures	27,415.00	
Water and Sewer levies	60,705.00	
		180,461.00

Total		\$4,850,660.00
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## Revenues

Taxation		\$2,336,446.00
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## Other Taxation Special Charges

Tile/Drainage levy	106,756.00	
Water levies	60,705.00	167,461.00

Payments in Lieu of Taxes		9,700.00
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## Other Grants

Other Grants	43,472.00	
Community Re-investment Fund	1,026,000.00	
Special Circumstances Fund	83,000.00	1,152,472.00

## Received from Other Municipalities

Township of Burford - fire	18,100.00	
County of Oxford - Recycling	7,000.00	
Other	2,200.00	
		27,300.00

## Other Revenue

Interest, fees, fines etc.	215,644.00	
Plattsville Arena	239,000.00	
Com Center/Parks & Recreation	10,795.00	
Active Cemeteries	24,500.00	489,939.00

1998 Operating Surplus	93,892.00	93,892.00
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## Transfer from Reserves

Fire	5,000.00	
Roads	525,300.00	
Parks Development Charges	4,000.00	
Roads Development Charges	16,600.00	
Contr from Cemeteries	22,550.00	
		573,450.00

Total		4,850,660.00
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**AND WHEREAS,** effective January 1, 1999 the Township reserves were categorized under the following headings in the Treasurer's General ledger:

1. Reserve for Office Replacement	\$ 410,000.00
2. Reserve for Administration (development charges)	\$ ( 796.00)
3. Reserve for Fire Departments - Vehicles	\$ 100,000.00
4. Reserve for Fire Departments - Property	\$ 20,000.00
5. Reserve for Roads - Road Construction	\$ 61,275.00
6. Reserve for Roads (development charges)	\$ 27,554.00
7. Reserve for Roads - Vehicles	\$ (103,500.00)
8. Reserve for Bridge Construction	\$ 464,500.00
9. Reserve for Street Lighting	\$ 27,948.00
10. Reserve for Sidewalks	\$ 6,254.00

11. Reserve for Arena	\$ 152,575.00
12. Reserve for Community Centres	\$ 124,500.00
13. Reserve for Parks & Recreation	\$ 17,045.00
14. Reserve for Parks (development charges)	\$ 46,023.00
15. Revenue Fund Surplus	\$ 93,892.00
Total Reserves as at January 1, 1998	\$1,447,270.00

**AND WHEREAS**, after recording the estimated 1999 revenues and expenditures, the Township reserves will be categorized under the following headings in the Treasurer's General Ledger, effective December 31, 1999.

1. Reserve for Office Replacement	\$ 410,000.00
2. Reserve for Administration (development charges)	\$ ( 796.00)
3. Reserve for Fire Departments - Vehicles	\$ 125,000.00
4. Reserve for Fire Departments - Property	\$ 30,000.00
5. Reserve for Roads - Road Construction	\$ 61,275.00
6. Reserve for Roads (development charges)	\$ 10,954.00
7. Reserve for Roads - Vehicles	\$ nil
8. Reserve for Bridge Construction	\$ 284,200.00
9. Reserve for Street Lighting	\$ 27,948.00
10. Reserve for Sidewalks	\$ 6,254.00
11. Reserve for Arena	\$ 152,575.00
12. Reserve for Community Centres	\$ 124,500.00
13. Reserve for Parks & Recreation	\$ 17,045.00
14. Reserve for Parks (development charges)	\$ 42,023.00
15. Revenue Fund Surplus	\$ nil
Total Reserves as at January 1, 2000	\$1,290,978.00

**AND WHEREAS**, the property assessment roll on which the 1999 taxes are to be levied have been returned and revised pursuant to the provisions of the Assessment Act subject to appeals at present before the District Court and the Ontario Assessment Review Board;

**AND WHEREAS**, "Residential/Farm Assessment", "Multi-Residential Assessment", "Commercial Assessment", "Industrial Assessment", "Pipeline Assessment", "Farmland" Assessment and "Managed Forest Assessment" are defined in the Assessment Act as amended by the Fair Municipal Finance Act, 1997.

**AND WHEREAS**, the assessments for Blandford-Blenheim in the aforementioned property classes and prescribed sub-classes are as follows:

Residential/Farm Assessment	302,024,446.00
Multi-Residential Assessment	2,075,000.00
Commercial Assessment	29,107,702.00
Commercial - Vacant unit/excess land	624,758.00
Commercial - Vacant land	343,000.00
Industrial Assessment	3,408,965.00
Industrial - Vacant unit/excess land	600,500.00
Large Industrial	2,639,830.00
Pipeline Assessment	48,157,400.00
Farmland Assessment	191,619,229.00
Managed Forest Assessment	641,045.00

**AND WHEREAS**, under Section 363 of the Municipal Act (Chapter M45) RSO 1990 as amended, the County of Oxford established by By-law No. **3884-99** the following tax ratios for the County and its lower tier municipalities.

1. Residential/Farm Residential	1.0000
2. Multi-Residential	2.8392
3. Commercial	1.9018
4. Industrial (residual)	2.9098
5. Large Industrial	3.4636
6. Pipeline	1.2593
7. Farmland	0.2500
8. Managed Forest	0.2500

**AND WHEREAS**, the sums required by taxation in the year 1999 for the Township of Blandford-Blenheim general purposes is **\$2,336,446.00**.

**AND WHEREAS**, the sums required by taxation in the year 1999 for the County of Oxford general and library purposes to be levied to the Township of Blandford-Blenheim is **\$2,196,873.00**.

**AND WHEREAS**, Ontario Regulations 307/99 has set an uniform tax rate for education purposes for "Residential/Farm Assessment", "Multi-Residential", and "Pipeline Assessment", and Ontario Regulation 308/99 has establish the 1999 education rates for "Commercial Assessment" and "Industrial Assessment". The total amount for the Township of Blandford-Blenheim calculates out to be **\$3,126,698.00**.

**AND WHEREAS**, several municipal drains have been maintained under the authority of the Drainage Act, RSO 1990 Chapter D17 Section 74 and amendments thereto, and the applicable charges have been added to the Collector's Tax Roll namely:

Anderson Drain(2); Banko Drain; Bremner -Yeandle; Bright Drain (2); Buck Wilson (3); Danbrook Drain;Duncan Drain; Hotson Drain; Lederman; Morning Glory; Plattsville Drain (3); South Princeton "A"; South Princeton "E"; Scott Creek Drain; Trout Creek ; Wilson Drain (2) and Goff Drain.

Schedule "A" attached hereto details the amounts placed on the tax roll in relation to the summary of drain balances as at December 31, 1998 and invoiced as at July 7, 1999.

**AND WHEREAS**, Twelve (12) municipal drains have been repaired and assessed, and several ratepayers have not paid their assessments, therefore Section 61, Subsection 4 of the Drainage Act RSO 1990, Chapter D17 and amendments thereto, applies on the following drains:

Anderson Drain(2); Bright Drain; Duncan Drain; Lederman; Morning Glory; Plattsville Drain (2); South Princeton "A"; Trout Creek ; Wilson Drain and Goff Drain.

Schedule "B" attached hereto details the individual assessment and interest charges applied.

**AND WHEREAS**, a water levy to property owners in Bright shall be collected as a local improvement charge on the 1999 tax roll, to all property assessed who receive or will receive water benefit in accordance with the County of Oxford By-law Number 3575-96 as amended by By-Law number 3639-97.

**AND WHEREAS,** the amount of capital charges owing for sewage and water connections and frontage in Plattsville shall be added to the Roll and part due in 1999 shall be collected.

**AND WHEREAS,** the following rates per current value assessment shall be levied on property owners in Plattsville and shall be collected as a local improvement charge on the 1999 tax roll to all properties assessed who receive or will receive water benefit:

Residential	.00014381
Multi-Residential	.00040860
Commercial	.00027348
Commercial- Vacant Units/Excess Lands	.00018943
Industrial	.00040895
Industrial - Vacant Units/Excess Lands	.00026864
Large Industrial	.00049800

**AND WHEREAS,** the amount for municipal drain debentures, tile drainage debentures and other miscellaneous charges shall be added to the local improvements list and collected as part of the 1999 Collector's Roll.

**AND WHEREAS,** the tax rates on the aforementioned property classes and property subclasses have been calculated pursuant to the provisions of the Municipal Act and the manner set out herein.

**NOW THEREFORE,** the Council of the Township of Blandford-Blenheim enacts as follows:

1. The rates of taxation per current value assessment for Township, County and Education purposes be levied as follows:

Tax Class	Township	County	Education	Total
Residential/Farm	.00473473	.00445191	.00414000	.01332664
Multi-Residential	.01344285	.01263983	.00414000	.03022268
Commercial	.00900451	.00846665	.02319353	.04066469
Commercial-Vacant/excess	.00630316	.00592667	.01623547	.02846530
Commercial -vacant land	.00630316	.00592702	.01623539	.02846557
Industrial	.01377712	.01295417	.03417883	.06091012
Industrial-Vacant/excess	.00895513	.00842011	.02221624	.03959148
Industrial-vacant land	.00895513	.00842021	.02221620	.03959154
Large Industrial	.01639921	.01541963	.04068382	.07250266
Pipeline	.00596245	.00560629	.01538000	.02694874
Farmland	.00118368	.00111298	.00103500	.00333166
Managed Forest	.00118368	.00111318	.00103500	.00333186

2. The total amount owing for "Local Improvements" in the Township of Blandford-Blenheim for 1999 shall be collected, The amounts owing in the various categories are, namely:

Municipal Drain Repairs Schedule "A"	\$ 2,441.55
Municipal Drain Repairs Schedule "B"	1,559.75
Bright Water levy, County #3585-96;#3639-97	43,350.00
Plattsville Water/Sewage - capital	17,354.70
Municipal Drain Debentures	70,221.32
Tile Drainage Debentures	36,534.80
Other Charges (PUC/Drumbo Water/sewage)	<u>13,128.63</u>
<b>TOTAL LOCAL IMPROVEMENTS</b>	<b>\$184,590.75</b>


- 
- 
- That the estimated expenditures and revenues listed herein are hereby adopted.
- That the estimates established in 1999 for the Township reserves in the various categories as listed herein are hereby adopted.
- That final taxes for residential, farmland, pipeline and managed forest classes, where such properties assessments are not combined with commercial, industrial, large industrial and/or multi-residential classes shall become due and payable in two installments as follows:  
August 24, 1999                      October 26, 1999
- That final taxes for commercial, industrial, large industrial and/or multi-residential shall become due and payable after the 1999 10-5-5 capping adjustments are available at a date to be established by Council.
- That from the 1<sup>st</sup> day of January, 1999 until the 31<sup>st</sup> day of December 1999, the statutory penalty of 1 ¼% per month or part thereof shall be added to all tax arrears, in accordance with the by-laws governing the same.
- That a penalty of 1 ¼% be added to the amount due on March 29<sup>th</sup>, May 25<sup>th</sup>, August 24 and October 26<sup>th</sup>, 1999 if these amounts are unpaid after such dates and 1 ¼% per month on the first day of each calendar month thereafter, in accordance with the by-laws governing the same.
- The Treasurer shall pay all debentures to the holders thereof, or the Bank as the same becomes due and this by-law shall be her sufficient warrant for such payments.

**AND BE IT FURTHER ENACTED**, that all rates hereinbefore mentioned which are required to be levied and raised under this by-law shall be paid by the person or persons charged with the payment thereof, to the "Tax Collector" of the Township of Blandford-Blenheim, or to any of the following banks:

**"The Canadian Imperial Bank of Commerce" Ayr and Plattsville  
"The Bank of Montreal" Drumbo.**

**By-law READ a FIRST and SECOND time this 7<sup>th</sup> day of July 1999.**

By-law **READ** a **THIRD** time and **FINALLY PASSED** in Open Council this 7th day of July 1999.

  
Donald S. Woolcott, Mayor

(Seal)

*Keith Reibling*  
Keith Reibling, Clerk-Administrator



**Schedule "A" to By-Law No. 1275-99  
of the Township of Blandford-Blenheim**

<b>Code</b>	<b>Name of Drain (Repair Balance)</b>	<b>Maintenance Tax Roll 1999</b>	<b>Schedule B Principal</b>
285	Anderson Drain (2879.37) (1699.50)	\$ 9.65	\$ 20.22 \$ 74.81
286	Banko Drain (905.90)	\$ 4.26	
287	Bremner Drain Yeandle (830.70)	\$ 10.30	
288	Bright Drain #24 (540.77)	\$ 182.56	\$ 32.96
289	Bright Catchbasins (855.00)	\$ 315.79	
290	Buck Wilson Drain (350.61) (640.66) (5617.36)	\$ 43.06 \$ 35.91 \$ 28.51	
291	Danbrook Drain (1493.50)	\$ 10.75	
292	Duncan Drain (353.45)	\$ 16.97	\$ 23.05
293	Hotson Drain (206.97)	\$ 15.92	
294	Lederman (642.72)	\$ 11.97	\$ 147.35
295	Morning Glory (910.30)	\$ 219.92	\$ 22.28
296	Plattsville Drain SWM "A" (1766.43)		\$ 476.41
297	Plattsville Drain SWM "B" (1550.17)	\$ 227.42	\$ 315.54
298	Plattsville Catchbasin (1080.00)	\$ 637.35	
299	Scott Creek Drain (1437.83)	\$ 2.26	
300	South Princeton "A" (698.90)	\$ 161.00	\$ 12.00
301	South Princeton "E" (500.00)	\$ 228.91	
302	Trout Creek (20032.12)	\$ 220.65	\$ 195.82
303	Wilson Drain (2095.05) (241.02)	\$ 20.97 \$ 37.42	\$ 23.73
304	Goff Drain (New drain)		\$ 95.66
		<b>\$ 2,441.55</b>	<b>\$ 1,439.83</b>

**SCHEDULE "B" TO BY-LAW NO.1275-99  
OF THE TOWNSHIP OF BLANDFORD-BLENHEIM**

Code	Name of Drain	Principal	Interest	Total
285	Anderson Drain Roll 120-063	\$ 20.22	\$ 1.52	\$ 21.74
285	Roll 120-037	\$ 55.99	\$ 4.20	\$ 60.19
	Roll 120-038	\$ 18.82	\$ 1.42	\$ 20.24
		<u>\$ 74.81</u>	<u>\$ 5.62</u>	<u>\$ 80.43</u>
288	Bright Drain # 24 Roll 290-082	\$ 11.24	\$ 0.85	\$ 12.09
	Roll 290-087-02	\$ 11.24	\$ 0.85	\$ 12.09
	Roll 290-089-40	\$ 10.48	\$ 0.79	\$ 11.27
		<u>\$ 32.96</u>	<u>\$ 2.49</u>	<u>\$ 35.45</u>
292	Duncan Drain Roll 250-226	\$ 23.05	\$ 1.73	\$ 24.78
294	Lederman Drain 290-129	\$ 44.69	\$ 3.36	\$ 48.05
	290-136	\$ 102.66	\$ 7.70	\$ 110.36
		<u>\$ 147.35</u>	<u>\$ 11.06</u>	<u>\$ 158.41</u>
295	Morning Glory Roll 120-131	\$ 10.25	\$ 0.77	\$ 11.02
	Roll 1230-054	\$ 12.03	\$ 0.91	\$ 12.94
		<u>\$ 22.28</u>	<u>\$ 1.68</u>	<u>\$ 23.96</u>
296	Plattsville Drain SWM "A"			
	Roll 280-031	\$ 106.11	\$ 7.76	\$ 113.87
	Roll 280-318	\$ 11.73	\$ 0.88	\$ 12.61
	Roll 280-319	\$ 11.73	\$ 0.88	\$ 12.61
	Roll 280-320	\$ 11.73	\$ 0.88	\$ 12.61
	Roll 280-321	\$ 11.73	\$ 0.88	\$ 12.61
	Roll 280-322	\$ 11.73	\$ 0.88	\$ 12.61
	Roll 280-323	\$ 11.73	\$ 0.88	\$ 12.61
	Roll 280-324	\$ 11.73	\$ 0.88	\$ 12.61
	Roll 280-325	\$ 11.73	\$ 0.88	\$ 12.61
	Roll 280-326	\$ 11.73	\$ 0.88	\$ 12.61
	Roll 280-328	\$ 25.30	\$ 1.90	\$ 27.20
	Roll 280-329	\$ 25.30	\$ 1.90	\$ 27.20
	Roll 280-331	\$ 25.30	\$ 1.90	\$ 27.20
	Roll 280-332	\$ 25.30	\$ 1.90	\$ 27.20
	Roll 280-334	\$ 25.30	\$ 1.90	\$ 27.20
	Roll 280-335	\$ 25.30	\$ 1.90	\$ 27.20
	Roll 280-337	\$ 25.30	\$ 1.90	\$ 27.20
	Roll 280-338	\$ 25.30	\$ 1.90	\$ 27.20
	Roll 280-339	\$ 11.73	\$ 0.88	\$ 12.61
	Roll 280-360	\$ 25.30	\$ 1.90	\$ 27.20
	Roll 280-363	\$ 25.30	\$ 1.90	\$ 27.20
		<u>\$ 476.41</u>	<u>\$ 35.56</u>	<u>\$ 511.97</u>
297	Plattsville Drain SWM "B"			
	Roll 280-030-96	\$ 15.11	\$ 1.14	\$ 16.25
	Roll 280-031	\$ 128.68	\$ 9.66	\$ 138.34
	Roll 280-308	\$ 10.41	\$ 0.78	\$ 11.19
	Roll 280-308-02	\$ 10.41	\$ 0.78	\$ 11.19
	Roll 280-310	\$ 15.11	\$ 1.14	\$ 16.25
	Roll 280-314	\$ 15.11	\$ 1.14	\$ 16.25
	Roll 280-315	\$ 15.11	\$ 1.14	\$ 16.25
	Roll 280-369	\$ 15.11	\$ 1.14	\$ 16.25
	Roll 280-370	\$ 15.11	\$ 1.14	\$ 16.25
	Roll 280-374	\$ 15.11	\$ 1.14	\$ 16.25
	Roll 280-377	\$ 15.11	\$ 1.14	\$ 16.25
	Roll 280-379	\$ 15.11	\$ 1.14	\$ 16.25
	Roll 280-388	\$ 15.11	\$ 1.14	\$ 16.25
	Roll 280-389	\$ 14.94	\$ 1.12	\$ 16.06
		<u>\$ 315.54</u>	<u>\$ 23.74</u>	<u>\$ 339.28</u>

**SCHEDULE "B" TO BY-LAW NO.1275-99  
OF THE TOWNSHIP OF BLANDFORD-BLENHEIM**

<b>Code</b>	<b>Name of Drain</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
300	South Princeton "A" Roll 210-154	\$ 12.00	\$ 0.90	\$ 12.90
302	Trout Creek Drain Roll 130-073-01	\$ 15.36	\$ 1.16	\$ 16.52
	Roll 130-079	\$ 86.39	\$ 6.48	\$ 92.87
	Roll 140-004	\$ 80.63	\$ 6.05	\$ 86.68
	Roll 150-008	\$ 13.44	\$ 1.01	\$ 14.45
		<hr/>	<hr/>	<hr/>
		\$ 195.82	\$ 14.70	\$ 210.52
303	Wilson Drain Roll 150-023	\$ 23.73	\$ 1.78	\$ 25.51
304	Goff Drain Roll 150-121	\$ 51.34	\$ 10.27	\$ 61.61
	Roll 290-097-08	\$ 44.32	\$ 8.87	\$ 53.19
		<hr/>	<hr/>	<hr/>
		\$ 95.66	\$ 19.14	\$ 114.80
	<b>GRAND TOTAL</b>	<b>\$ 1,439.83</b>	<b>\$ 119.92</b>	<b>\$ 1,559.75</b>

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1268-99

A By-Law to amend Zoning By-Law Number 466-82, as amended.

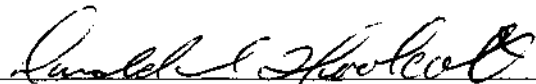
WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 466-82 as amended, is hereby amended by changing to A1 the zone symbol of the lands so designated A1 on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this **5th** day of **May** 1999.

READ a third time and finally passed this **21st** day of **July** 1999.



Donald S. Woolcott

Mayor

(SEAL)



Keith Reibling

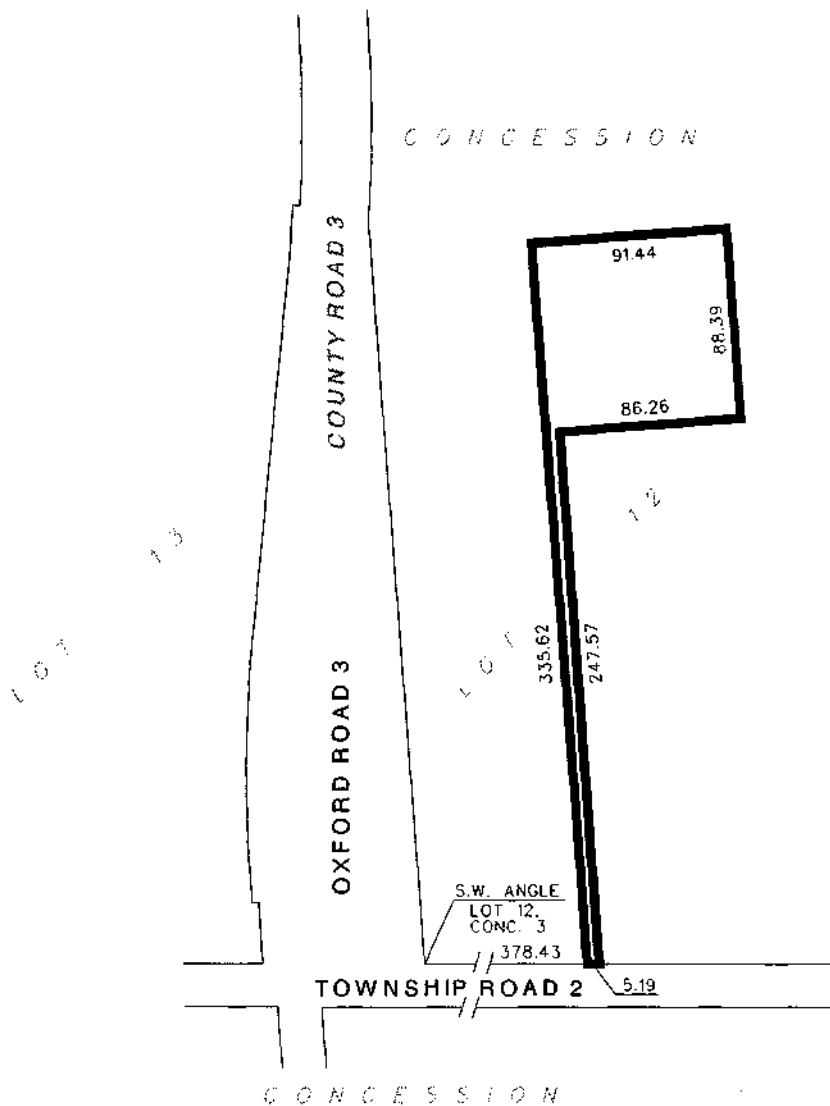
Clerk

# SCHEDULE "A"

TO BY-LAW No. 1268-99

PART OF LOT 12, CONCESSION 2 (BLENHEIM)


TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW No. 1268-99, PASSED

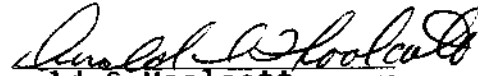
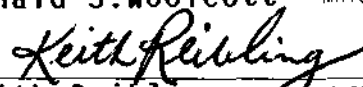
THE 21st DAY OF July, 1999

 AREA OF ZONE CHANGE TO A1

NOTE: ALL DIMENSIONS IN METRES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

  
Donald S. Woolcott MAYOR  
  
Keith Reibling CLERK

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1268-99

EXPLANATORY NOTE

The purpose of By-Law Number 1268-99 is to rezone property located on the north side of Township Road 2, east of Oxford Road 3, comprising Part Lot 12, Concession 2 (Blenheim), in the Township of Blandford-Blenheim from Agricultural Commercial (C3) to Restricted Agricultural (A1) to permit the subject property, formerly used as an abattoir, to be merged with the abutting farm to be used for agricultural purposes. The subject property covers an area of 0.8 hectare (2 acres). The subject property is currently owned by Samuel Govier (Estate) and Kenneth Govier.

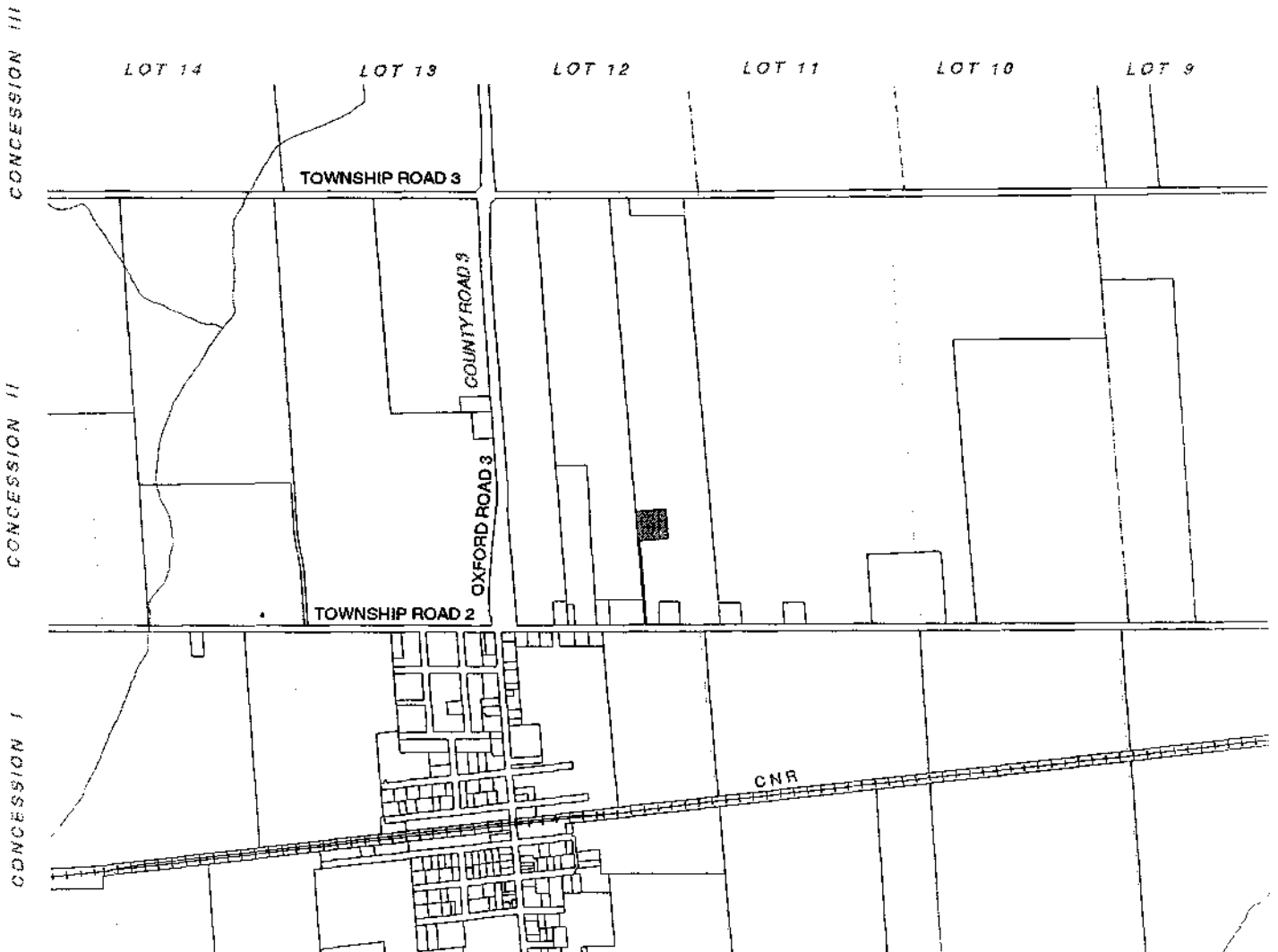
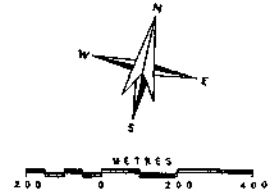
The Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1268-99. The public hearing was held on May 5, 1999.

Any person wishing further information relative to Zoning By-Law Number 1268-99 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



LANDS TO WHICH BYLAW 1268-99 APPLIES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1276-99

A By-Law to amend Zoning By-Law Number 466-82, as amended.

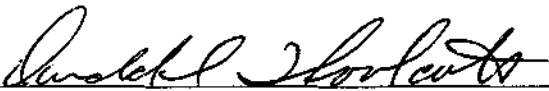
WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 466-82 as amended, is hereby amended by changing to OS the zone symbol of the lands so designated OS on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 21<sup>st</sup> day of July 1999.

READ a third time and finally passed this 21<sup>st</sup> day of July 1999.

  
\_\_\_\_\_  
Donald S. Woolcott  
Mayor

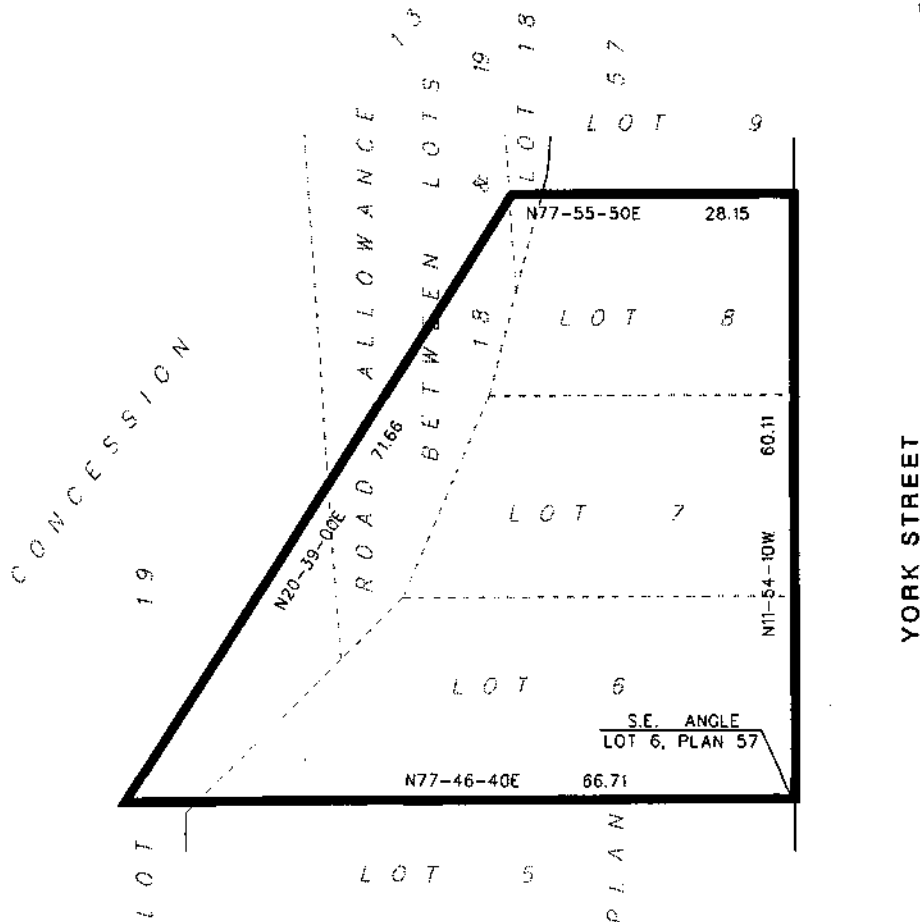
(SEAL)

  
\_\_\_\_\_  
Keith Reibling  
Clerk



TO BY-LAW No. 1276-99

A scale bar labeled "METRES" with markings at 10, 0, 10, and 20.



TO BY-LAW No. 1276-99, PASSED

AREA OF ZONE CHANGE TO OS



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

Donald S. Woolcott MAYOR  
Keith Reibling CLERK

ZON 1-400

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1276-99

EXPLANATORY NOTE

The purpose of By-Law Number 1276-99 is to rezone property located west of York Street, north of Mill Street, in the Village of Plattsville, comprising Lots 6, 7 & 8, west of York Street, Plan 57, Part of Lots 18 & 19, Concession 13 (Blenheim) and Part of the Road Allowance between Lots 18 & 19 (Blenheim), shown as part of Part 1 on Reference Plan 41R-3442, in the Township of Blandford-Blenheim from General Industrial (M2) to Open Space (OS) to permit the use of the lot to be severed for a community park, with access to a nature trail. The severed lot covers an area of 0.3 hectare (0.7 acre) and will be used for the Optimist Flowing Well Community Park. The zone change will implement a condition of approval for consent application #B-29/99, imposed by the County of Oxford Land Division Committee. The subject property is currently owned by James McCartney, with the applicant for zone change being the Optimist Club of Plattsville-Bright Inc.

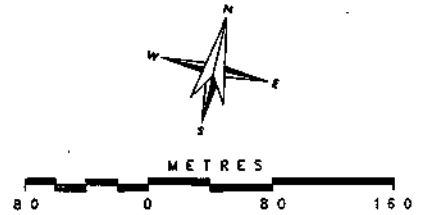
The Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1276-99. The public hearing was held on July 21, 1999.

Any person wishing further information relative to Zoning By-Law Number 1276-99 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP

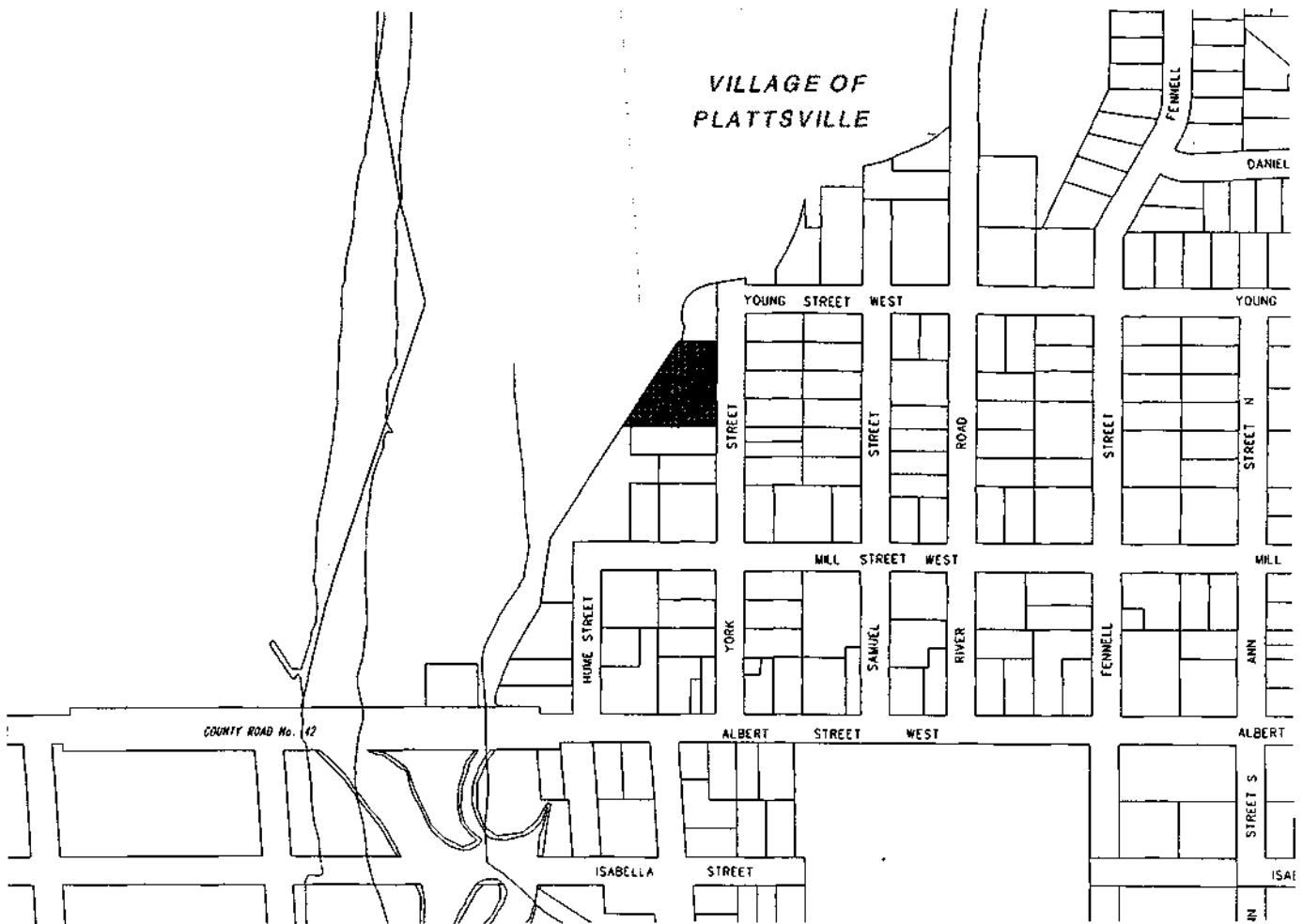


LOT 19

LOT 18

VILLAGE OF  
PLATTSVILLE

CONCESSION XIII



CONCESSION XII



LANDS TO WHICH BYLAW 1276-99 APPLIES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1277-99

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Barron Drain.

**WHEREAS** By-law Number 1228-98 enacted the 7<sup>th</sup> day of October, 1998, provided for the construction of the Barron Drain, based on the estimates contained in a drainage report dated July 22<sup>nd</sup>, 1998 as submitted by John Kuntze, P.Eng., from the firm of K. Smart Associates Limited.

The Drainage Works were completed as per the Engineer's Report, and the actual costs incurred to construct the Drainage Works was \$28,112.60. The Engineer's Estimated Costs for constructing the drain was \$26,200.00, The Actual Cost to construct the Drainage Works was over the Estimated Costs by a sum of \$1,912.60 or 107.3% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**THEREFORE**, Be it Enacted by the Municipal Council of The Corporation of the Township of Blandford-Blenheim:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.


TOWNSHIP OF BLANDFORD-BLENHEIM

CONCESSION	PARCEL OF LAND OR PART THEREOF	ESTIMATED TOTAL AMOUNT ASSESSED	ACTUAL COSTS
2	N. ½ L. 2 (John & Karen Gal)	\$ 27.00	28.98
2	Pt. L. 3 (1060008 Ontario Ltd.)	13,441.00	14,422.20
2	Pt. N. ½ L. 3 (Adrian & M. Cooper)	4,842.00	5,195.47
3	Pt. S. ½ L. 3 (Joan Fogarty)	1,050.00	1,126.65
3	Pt. S. ½ L. 3 (Peter Plecsko)	<u>4,520.00</u>	<u>4,849.96</u>
SUB-TOTAL		\$23,880.00	\$ 25,623.26
Roads of Municipality		<u>2,320.00</u>	<u>2,489.34</u>
<b>TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<u><b>\$26,200.00</b></u>	<u><b>\$ 28,112.60</b></u>

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

By-law **READ** a **FIRST** and **SECOND** time this 18<sup>th</sup> day of August, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 18<sup>th</sup> day of August, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk/Administrator.

**SUMMARY**

**BARRON DRAIN 1998**

August 10, 1999.

<b><u>ITEM</u></b>	<b><u>ESTIMATED COSTS</u></b>	<b><u>ACTUAL COSTS</u></b>
<b>CONSTRUCTION:</b>		
Labour, Equipment and Materials (net GST)	\$5,800.00 <u>175.00</u> \$5,975.00	\$6,995.00 <u>209.86</u> \$7,204.86
Contractor: H. Sebben & Sons Ltd., R.R.#4, Stratford, On N5A 6S5		
<b>ALLOWANCES:</b>		
Allowances under the Drainage Act, Section 30	10,300.00	10,300.00
<b>ENGINEERING:</b>		
Report Preparation Construction Administration and Supervision Inspection, Test Holes (net GST)	9,000.00   <u>270.00</u> 9,270.00	9,183.76   <u>275.53</u> 9,459.29
<b>ADMINISTRATION:</b> Financing Charges only	355.00	848.45
<b>TOTALS:</b>	<u>\$26,200.00</u>	<u>\$28,112.60</u>

The actual costs is 107.3% of the Engineer's Estimate for pro-rata purposes.

Due Date: September 10<sup>th</sup>, 1999.



Maureen Simmons,  
Treasurer/Collector.  
MS:ah

THE CORPORATION OF THE

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1278-99

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Princeton Cemetery Drain.

**WHEREAS** By-law Number 1254-99 enacted the 6<sup>th</sup> day of April, 1999, provided for the construction of the Princeton Cemetery Drain 1998, based on the estimates contained in a drainage report dated January 5<sup>th</sup>, 1999, as submitted by Paul Elston, P.Eng., from the firm of R.J. Burnside & Associates Limited.

The Drainage Works were completed as per the Engineer's Report, and the total actual costs to construct the Drainage Works was \$130,401.90. The Engineer's Estimated Costs to construct the Drainage Works was \$137,700.00. The Actual Cost to construct the Drainage Works was under the Estimated Costs by a sum of \$7,298.10 or 94.7% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**THEREFORE**, Be it Enacted by the Municipal Council of The Corporation of the Township of Blandford-Blenheim:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.

COUNTY OF BRANT

CONCESSION	PARCEL OF LAND OR PART THEREOF	ESTIMATED TOTAL AMOUNT ASSESSED	ACTUAL COSTS
1	Part of Lot 14 (Iewhen & Maria Hrienko)	\$ <u>2,500.00</u>	<u>\$2,367.50</u>
	SUB-TOTAL	\$ 2,500.00	\$2,367.50
	County of Brant Roads	<u>40,030.00</u>	<u>37,908.41</u>
<b>TOTAL ASSESSMENT - COUNTY OF BRANT</b>		<b>\$ <u>42,530.00</u></b>	<b><u>\$40,275.91</u></b>

TOWNSHIP OF BLANDFORD-BLENHEIM  
SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	ESTIMATED TOTAL AMOUNT ASSESSED	ACTUAL COSTS
1	Part of Lot 13 (Laurence Heron)	\$ 228.00	\$ 215.92
1	Part of Lot 13 (Gordon & Shelley Rose)	228.00	215.92
1	Part of Lot 13 (David & Christine Mecke)	228.00	215.92
1	Part of Lot 13 (June DeKoning)	228.00	215.92
1	Part of Lot 13 (Rick Wiggins)	608.00	575.78
1	Part of Lot 13 (Wayne Elliott)	2,356.00	2,231.14
1	Part of Lots 13 & 14 (Ficzere & Sons Ltd.)	6,937.00	6,569.34
1	Part of Lot 14 (Ficzere & Sons Ltd.)	2,303.00	2,180.95

By-law Number **1278-99** Cont'd.

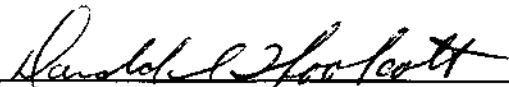
**TOWNSHIP OF BLANDFORD-BLENHEIM**  
**SCHEDULE "A"**

CONCESSION	PARCEL OF LAND OR PART THEREOF	ESTIMATED TOTAL AMOUNT ASSESSED	ACTUAL COSTS
1	Part of Lot 14 (Darrell & Carol-Anne Ingrey)	2,128.00	2,015.22
1	Part of Lot 14 (Norman & Lois Laurie)	2,287.00	2,165.79
1	Part of Lot 14 (William Bell)	3,012.00	2,852.37
1	Part of Lot 14 (Terrance & Rosemarie Dumouchel)	2,021.00	1,913.89
1	Part of Lot 14 (Raphael & Lorraine Devos)	7,657.00	7,251.18
1	Part of Lot 14 (Dennis & Mary Jane Kaufman)	<u>3,476.00</u>	<u>3,291.78</u>
SUB-TOTAL		\$33,697.00	\$31,911.12
Township Lands		21,443.00	20,306.46
County of Oxford Roads		<u>40,030.00</u>	<u>37,908.41</u>
<b>TOTAL ASSESSMENT -</b>			
<b>TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<b><u>\$95,170.00</u></b>	<b><u>\$90,125.99</u></b>


2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

By-law **READ** a **FIRST** and **SECOND** time this 18<sup>th</sup> day of August, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 18<sup>th</sup> day of August, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator.

## SUMMARY

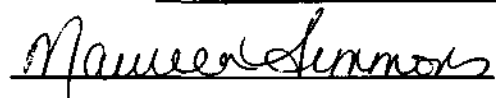
### PRINCETON CEMETERY DRAIN

August 11, 1999.

<u>ITEM</u>	<u>ESTIMATED COSTS</u>	<u>ACTUAL COSTS</u>
<b>CONSTRUCTION:</b>		
Labour, Equipment and Materials	\$91,900.00	\$80,664.26
Contractor: Birnam Excavating Ltd., R.R.#6, Forest, On N0N 1J0		
<b>ALLOWANCES:</b>		
Allowances under the Drainage Act, Section 30	2,970.00	2,970.00
<b>ENGINEERING:</b>		
Report Preparation Construction Administration and Supervision Inspection, Test Holes	33,100.00	40,576.10
<b>ADMINISTRATION:</b>	9,730.00	
Financing Charges		2,557.37
G.S.T. - Net Expense - 3%		3,634.17
Total Paid on \$121,130.86 = \$8,479.16		
Less 4/7 rebate of \$4,844.99 = \$3,634.17		
<b>TOTALS:</b>	<b>\$137,700.00</b>	<b>\$130,401.90</b>

The actual costs is 94.7% of the Engineer's Estimate for pro-rata purposes.

Due Date: September 10<sup>th</sup>, 1999.



Maureen Simmons,  
Treasurer/Collector.  
MS:ah



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1279-99

Being a by-law to establish an Interim Tax Levy for the year 1999 for such properties that have assessments in the commercial, industrial, large industrial and/or multi-residential classes.

**WHEREAS**, Section 370(3) of the Municipal Act, Chapter M45 RSO 1990 as amended (Bill 106, Bill 79), states the restrictions on rates, where the rate on a property class must be set so that the amount raised, does not exceed 50 percent of the amount raised for all purposes for the previous year by levying of tax rates on the properties that, in the current year, are in the property class.

**WHEREAS**, the County of Oxford passed By-law No. 3906-99 on August 4, 1999 as required by Ontario Regulation 348/99, which established the date of July 27, 1999 where notices recalculating tax liabilities under Section 368.0.2. of the Municipal Act as amended (Bill 79) can be issued on or after such date.

**NOW THEREFORE**, the Council of the Corporation of the Township of Blandford-Blenheim enact as follows:

1. That for the year 1999 the following interim tax rates shall be levied on property assessments in the residential, farmland and/or managed forest classes where according to the last revised assessment roll such property assessments are combined with the commercial, industrial, large industrial and/or multi-residential classes.

Residential/Farm	.00647782
Farmland	.00166042
Managed Forest	.00134312
2. Notwithstanding Section 1, the 1999 interim amount for property assessments in the commercial, industrial, large industrial and/or multi-residential classes will be calculated to be 50% of the recalculated 1998 taxes for the properties.
3. That the required 10-5-5 adjustments for 1998 taxes shall be included on the 1999 Interim levy.
4. Local improvement charges for municipal drainage debenture loans, tile drainage debenture loans, the Bright Water system, and the Plattsville Water/ Sewage, shall have ½ of the total due for the year placed on the interim bill.
5. That amounts placed on the collectors roll in 1999 for unpaid accounts with the County of Oxford for Drumbo Water and Sewage and Blandford-Blenheim PUC shall have ½ of the total due for the year placed on the interim bill.
6. The said interim shall be due and payable in whole (one payment) on or before **September 30, 1999**.

By-law **READ** a **FIRST** and **SECOND** time this 1<sup>st</sup> day of September, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 1<sup>st</sup> day of September, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1280-99

Being a By-law to establish development charges for the Corporation of the Township of Blandford-Blenheim.

**WHEREAS** Subsection 2(1) of the *Development Charges Act, 1997* c. 27 (hereinafter called "the Act") provides that the Council of a municipality may pass by-laws for the imposition of development charges against land for increased capital costs required because of the need for services arising from development in the area to which the by-law applies;

**AND WHEREAS** the Council of The Corporation of the Township of Blandford-Blenheim ("Township of Blandford-Blenheim") has given Notice in accordance with Section 12 of the *Development Charges Act, 1997*, of its intention to pass a by-law under Section 2 of the said Act;

**AND WHEREAS** the Council of the Township of Blandford-Blenheim has heard all persons who applied to be heard no matter whether in objection to, or in support of, the development charge proposal at a public meeting held on August 18, 1999;

**AND WHEREAS** the Council of the Township of Blandford-Blenheim had before it a report entitled Development Charge Background Study dated July 30, 1999 prepared by C.N. Watson and Associates Ltd., wherein it is indicated that the development of any land within the Township of Blandford-Blenheim will increase the need for services as defined herein;

**AND WHEREAS** the Council of the Township of Blandford-Blenheim on September 1<sup>st</sup>, 1999, approved the applicable Development Charge Background Study, dated July 30, 1999, in which certain recommendations were made relating to the establishment of a development charge policy for the Township of Blandford-Blenheim pursuant to the *Development Charges Act, 1997*.

**NOW THEREFORE** the Council of the Township of Blandford-Blenheim enacts as follows:

**DEFINITIONS**

1. In this by-law,
  - (1) "Act" means the *Development Charges Act, 1997*, S.O. 1997, chap. 27;
  - (2) "Administration Service" means any and all studies carried out by the municipality which are with respect to eligible services for which a development charge by-law may be imposed under the *Development Charges Act, 1997*.
  - (3) "Apartment dwelling" means any dwelling unit within a building containing more than four dwelling units where the units are connected by an interior corridor;
  - (4) "Bedroom" means a habitable room larger than seven square metres, including a den, study, or other similar area, but does not include a living room, dining room or kitchen;
  - (5) "Board of education" means a board as defined in the *Education Act*, R.S.O. 1990, Chap. E.2, Section 1(1), as amended;

By-law Number 1280-99 Cont'd.

- (6) "Building Code Act" means the *Building Code Act*, R.S.O. 1990, Chap. B.13, as amended;
- (7) "Capital cost" means costs incurred or proposed to be incurred by the municipality or a local board thereof directly or by others on behalf of, and as authorized by, the municipality or local board,
  - (a) to acquire land or an interest in land, including a leasehold interest;
  - (b) to improve land;
  - (c) to acquire, lease, construct or improve buildings and structures;
  - (d) to acquire, lease, construct or improve facilities including,
    - (i) rolling stock with an estimated useful life of seven years or more,
    - (ii) furniture and equipment, other than computer equipment, and
    - (iii) materials acquired for circulation, reference or information purposes by a library board as defined in the *Public Libraries Act*, R.S.O. 1990, Chap. P.44, as amended; and
  - (e) to undertake studies in connection with any of the matters referred to in clauses (a) to (d);
  - (f) to complete the development charge background study under Section 10 of the Act;
  - (g) interest on money borrowed to pay for costs in (a) to (d);required for provision of services designated in this by-law within or outside the municipality.
- (8) "Council" means the Council of The Corporation of the Township of Blandford-Blenheim.
- (9) "Development" means any activity or proposed activity in respect of land that requires one or more of the actions referred to in section 7 of this by-law and including the redevelopment of land or the redevelopment, expansion, extension or alteration of a use, building or structure except interior alterations to an existing building or structure which do not change or intensify the use of land;
- (10) "Development charge" means a charge imposed pursuant to this By-law;
- (11) "Dwelling unit" means a room or suite of rooms used, or designed or intended for use by, one person or persons living together, in which culinary and sanitary facilities are provided for the exclusive use of such person or persons;
- (12) "Grade" means the average level of finished ground adjoining a building or structure at all exterior walls;

By-law Number **1280-99** Cont'd.

- (13) "Gross floor area" means the total floor area, measured between the outside of exterior walls or between the outside of exterior walls and the centre line of party walls dividing the building from another building, of all floors above the average level of finished ground adjoining the building at its exterior walls.
- (14) "Local board" means a public utility commission, a public library board, local board of health, or any other board, commission, committee or body or local authority established or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes of the municipality or any part or parts thereof;
- (15) "Local services" means those services or facilities which are under the jurisdiction of the municipality and are related to a plan of subdivision or within the area to which the plan relates, required as a condition of approval under s.51 of the *Planning Act*, or as a condition of approval under s.53 of the *Planning Act*;
- (16) "Multiple dwelling" means all dwellings other than single detached dwellings, semi-detached dwellings, and apartment dwellings;
- (17) "Municipality" means The Corporation of the Township of Blandford-Blenheim;
- (18) "Non-residential uses" means a building or structure used for other than a residential use;
- (19) "Official plan" means the Official Plan of the County of Oxford and any amendments thereto;
- (20) "Owner" means the owner of land or a person who has made application for an approval for the development of land upon which a development charge is imposed;
- (21) "Planning Act" means the *Planning Act*, R.S.O. 1990, Chap. P.13, as amended;
- (22) "Regulation" means any regulation made pursuant to the Act;
- (23) "Residential uses" means lands, buildings or structures or portions thereof used, or designed or intended for use as a home or residence of one or more individuals, and shall include a single detached dwelling, a semi-detached dwelling, a multiple dwelling, an apartment dwelling, and the residential portion of a mixed-use building or structure.
- (24) "Semi-detached dwelling" means a building divided vertically into two dwelling units each of which has a separate entrance and access to grade;
- (25) "Services" means services set out in Schedule "A" to this By-law;
- (26) "Single detached dwelling" means a completely detached building containing only one dwelling unit.

**CALCULATION OF DEVELOPMENT CHARGES**

- 2. (1) Subject to the provisions of this By-law, development charges against land shall be imposed, calculated and collected in accordance with the base rates set out in Schedule "B", which relate to the services set out in Schedule "A".

By-law Number **1280-99** Cont'd.

- (2) The development charge with respect to the use of any land, buildings or structures shall be calculated as the sum of the product of the number of dwelling units of each type multiplied by the corresponding total amount for such dwelling unit type, as set out in Schedule "B";
- (3) Council hereby determines that the development or redevelopment of land, buildings or structures for residential uses will require the provision, enlargement or expansion of the services referenced in Schedule "A".

#### **PHASE-IN OF DEVELOPMENT CHARGES**

3. The development charges imposed pursuant to this by-law are not being phased-in and are payable in full, subject to the exemptions herein, from the effective date of this by-law.

#### **APPLICABLE LANDS**

4. (1) Subject to Sections 5 and 6, this by-law applies to all lands in the municipality, whether or not the land or use is exempt from taxation under Section 3 of the *Assessment Act*, R.S.O. 1990, Chap. A.31, as amended.
- (2) This by-law shall not apply to land that is owned by and used for the purposes of:
  - (a) a board of education;
  - (b) any municipality or local board thereof;
  - (c) place of worship exempt under Section 3 of the *Assessment Act*;
  - (d) a public hospital under the *Public Hospitals Act*.

#### **RULES WITH RESPECT TO EXEMPTIONS FOR INTENSIFICATION OF EXISTING HOUSING**

5. (1) Notwithstanding Section 4 above, no development charge shall be imposed with respect to developments or portions of developments as follows:
  - (a) the enlargement of an existing residential dwelling unit;
  - (b) the creation of one or two additional residential dwelling units in an existing single detached dwelling where the total gross floor area of each additional unit does not exceed the gross floor area of the existing dwelling unit;
  - (c) the creation of one additional dwelling unit in a semi-detached or row dwelling and any other existing residential building provided the gross floor area of the additional unit does not exceed the smallest existing dwelling unit already in the building.
- (2) Notwithstanding subsection 5(1)(b), development charges shall be calculated and collected in accordance with Schedule "B" where the total residential gross floor area of the additional one or two dwelling units is greater than the total gross floor area of the existing single detached dwelling unit.
- (3) Notwithstanding subsection 5(1)(c), development charges shall be calculated and collected in accordance with Schedule "B" where the additional dwelling unit has a residential gross floor area greater than,

By-law Number **1280-99** Cont'd.

- (a) in the case of semi-detached house or multiple dwelling, the gross floor area of the existing dwelling unit, and
- (b) in the case of any other residential building, the residential gross floor area of the smallest existing dwelling unit.

**DEVELOPMENT CHARGES IMPOSED**

6. (1) Subject to subsection (2), development charges shall be calculated and collected in accordance with the provisions of this by-law and be imposed on land to be developed for residential use, where, the development requires,
- (i) the passing of a zoning by-law or an amendment thereto under Section 34 of the *Planning Act*, R.S.O. 1990, Chap. P.13;
  - (ii) the approval of a minor variance under Section 45 of the *Planning Act*, R.S.O. 1990, Chap. P.13;
  - (iii) a conveyance of land to which a by-law passed under subsection 50(7) of the *Planning Act*, R.S.O. 1990, Chap. P.13 applies;
  - (iv) the approval of a plan of subdivision under Section 51 of the *Planning Act*, R.S.O. 1990, Chap. P.13;
  - (v) a consent under Section 53 of the *Planning Act*, R.S.O. 1990, Chap. P.13;
  - (vi) the approval of a description under Section 50 of the *Condominium Act*, R.S.O. 1990, Chap. C.26; or
  - (vii) the issuing of a permit under the *Building Code Act*, in relation to a building or structure.
- (2) Subsection (1) shall not apply in respect to
- (a) local services installed or paid for by the owner within a plan of subdivision or within the area to which the plan relates, as a condition of approval under Section 51 of the *Planning Act*;
  - (b) local services installed or paid for by the owner applying for a consent as a condition of approval under Section 53 of the *Planning Act*.

**LOCAL SERVICE INSTALLATION**

7. Nothing in this by-law prevents Council from requiring, as a condition of an agreement under Sections 51 or 53 of the *Planning Act*, that the owner, at his or her own expense, shall install or pay for such local services, within the Plan of Subdivision or within the area to which the plan relates, as Council may require.

**MULTIPLE CHARGES**

8. (1) Where two or more of the actions described in subsection 6(1) are required before land to which a development charge applies can be developed, only one development charge shall be calculated and collected in accordance with the provisions of this by-law.

By-law Number **1280-99** Cont'd.

- (2) Notwithstanding subsection (1), if two or more of the actions described in subsection 6(1) occur at different times, and if the subsequent action has the effect of increasing the need for municipal services as set out in Schedule "A", an additional development charge on the additional residential units shall be calculated and collected in accordance with the provisions of this by-law.

**SERVICES IN LIEU**

9. (1) Council may authorize an owner, through an agreement under Section 38 of the Act, to substitute such part of the development charge applicable to the owner's development as may be specified in the agreement, by the provision at the sole expense of the owner, of services in lieu. Such agreement shall further specify that where the owner provides services in lieu in accordance with the agreement, Council shall give to the owner a credit against the development charge in accordance with the agreement provisions and the provisions of Section 39 of the Act, equal to the reasonable cost to the owner of providing the services in lieu. In no case shall the agreement provide for a credit which exceeds the total development charge payable by an owner to the municipality in respect of the development to which the agreement relates.
- (2) In any agreement under section 9(1), Council may also give a further credit to the owner equal to the reasonable cost of providing services in addition to, or of a greater size or capacity, than would be required under this by-law.
- (3) The credit provided for in section 9(2) shall not be charged to any development charge reserve fund.

**RULES WITH RESPECT TO RE-DEVELOPMENT**

10. In the case of the demolition of all or part of a residential building or structure:
  - (1) a credit shall be allowed, provided that the land was improved by occupied structures within a five year period prior to the issuance of a building permit, and the building permit has been issued for the development or redevelopment within five years from the date the demolition permit was issued or the building or structure was removed in accordance with the municipality's assessment roll records; and
  - (2) if a development or redevelopment involves the demolition of and replacement of a building or structure, a credit shall be allowed equivalent to the number of dwelling units demolished multiplied by the applicable residential development charge in place at the time the development charge is payable.
11. A credit can, in no case, exceed the amount of the development charge that would otherwise be payable, and no credit is available if the existing land use is exempt under this by-law.

**TIMING OF CALCULATION AND PAYMENT**

12. (1) Development charges shall be calculated and payable in full in money or by provision of services as may be agreed upon, or by credit granted under the Act, on the date that the first building permit is issued in relation to a building or structure on land to which a development charge applies.

By-law Number 1280-99 Cont'd.

- (2) Where development charges apply to land in relation to which a building permit is required, the building permit shall not be issued until the development charge has been paid in full.

#### **RESERVE FUNDS**

13. (1) Monies received from the payment of development charges under this by-law shall be categorized in accordance with Section 7 of the Act and maintained in two separate reserve funds as follows: roads and related, and protection; and parks and recreation and administration.
- (2) Monies received from the payment of development charges shall be used only in accordance with the provisions of Section 35 of the Act.
- (3) Council directs the Municipal Treasurer to divide the reserve funds created hereunder into separate subaccounts in accordance with the service subcategories set out in Schedule "A" to which the development charge payments shall be credited in accordance with the amounts shown, plus interest earned thereon.
- (4) where any development charge, or part thereof, remains unpaid after the due date, the amount unpaid shall be added to the tax roll and shall be collected as taxes.
- (5) Where any unpaid development charges are collected as taxes under subsection (4), the monies so collected shall be credited to the development charge reserve funds referred to in subsection (1).
- (6) The Treasurer of the Municipality shall, in each year commencing in 2000 for the 1999 year, furnish to Council a statement in respect of the reserve funds established hereunder for the prior year, containing the information set out in Section 12 of O.Reg. 82/98.

#### **BY-LAW AMENDMENT OR APPEAL**

14. (1) Where this by-law or any development charge prescribed thereunder is amended or repealed either by order of the Ontario Municipal Board or by resolution of the Municipal Council, the Municipal Treasurer shall calculate forthwith the amount of any overpayment to be refunded as a result of said amendment or repeal.
- (2) Refunds that are required to be paid under subsection (1) shall be paid with interest to be calculated as follows:
  - (a) Interest shall be calculated from the date on which the overpayment was collected to the date on which the refund is paid;
  - (b) the Bank of Canada interest rate in effect on the date of enactment of this by-law shall be used.
- (3) Refunds that are required to be paid under subsection (1) shall include the interest owed under this section.

#### **BY-LAW INDEXING**

15. The development charges set out in Schedule "B" to this by-law shall be adjusted annually as of the date the by-law comes into force, without amendment to this by-law, in accordance with the most recent twelve month change in the Statistics Canada Quarterly, "Construction Price Statistics".



By-law Number 1280-99 Cont'd.

**SEVERABILITY**

16. In the event any provision, or part thereof, of this by-law is found by a court of competent jurisdiction to be ultra vires, such provision, or part thereof, shall be deemed to be severed, and the remaining portion of such provision and all other provisions of this by-law shall remain in full force and effect.

**HEADINGS FOR REFERENCE ONLY**

17. The headings inserted in this by-law are for convenience of reference only and shall not affect the construction of interpretation of this by-law.

**BY-LAW REGISTRATION**

18. A certified copy of this by-law may be registered on title to any land to which this by-law applies.

**BY-LAW ADMINISTRATION**

19. This by-law shall be administered by the Municipal Treasurer.

**SCHEDULES TO THE BY-LAW**

20. The following Schedules to this by-law form an integral part of this by-law:

Schedule A - Schedule of Municipal Services  
Schedule B - Schedule of Development Charges

**DATE BY-LAW EFFECTIVE**

21. This By-law shall come into force and effect on September 1<sup>st</sup>, 1999.

**EXISTING BY-LAW REPEAL**

22. By-law Number 925-92, is automatically repealed as of August 31<sup>st</sup>, 1999 in accordance with Section 61 of the Act and Section 21 of the Regulations whereby the 18 month "transition period" commences March 1<sup>st</sup>, 1998.

**SHORT TITLE**

23. This by-law may be cited as the "Township of Blandford-Blenheim Development Charge By-law, 1999."

By-law **READ** a **FIRST** and **SECOND** time this 1<sup>st</sup> day of September, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 1<sup>st</sup>  
day of September, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

**TOWNSHIP OF BLANDFORD-BLENHEIM**

**SCHEDULE "A"**

**TO BY-LAW #1280-99**

**DESIGNATED MUNICIPAL SERVICES UNDER THIS BY-LAW**

1. Protection Services
2. Roads and Related Service
3. Parks and Recreation Service  
"but not including acquisition of lands for parks"
4. Administration Service

**TOWNSHIP OF BLANDFORD-BLENHEIM**

**SCHEDULE "B"**

**BY-LAW NUMBER 1280-99**

**SCHEDULE OF DEVELOPMENT CHARGES**

<b>Residential Dwellings</b>				
<b>SERVICE COMPONENT</b>	<b>Single- Detached Dwelling &amp; Semi- Detached Dwelling</b>	<u>Apartments</u>	<u>Apartments</u>	<b>Other Multiples</b>
		<b>2 Bedrooms +</b>	<b>Bachelor &amp; 1 Bedroom</b>	
Protection	\$157	\$81	\$61	\$137
Roads and Related	339	175	131	295
Parks and Recreation	172	89	67	150
Administration	168	87	65	146
Total	\$836	\$432	\$324	\$728

**THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1281-99**

Being a By-law to restrict the Weight of Vehicles passing over One (1) boundary road bridge structure in the Township.

**WHEREAS**, the Highway Traffic Act, R.S.O. 1990, Chapter H.8, Section 123, Subsection (2), and amendments thereto, provides that:

"The Municipal Corporation or other authority having jurisdiction over a bridge may by by-law limit the gross vehicle weight of any vehicle or any class thereof passing over such a bridge and the requirements of subsection (1) with respect to the posting up of notice apply thereto,"

**AND WHEREAS** the Township of Wilmot enacted By-law Number 99-42 on the 19<sup>th</sup> day of July, 1999 restricting the maximum weight on the boundary road bridge to a single posting of 15 tonnes.

**AND WHEREAS** D. L. Baxter, P. Eng. and M. G. Shallhorn, P. Eng. from the consulting firm of Totten, Sims, Hubicki Associates advised that effective August 19<sup>th</sup>, 1999 they agree with the maximum weight single posting of 15 tonnes outlined in Schedule "A" of the Township of Wilmot By-law for a period of twenty-four months.

**NOW THEREFORE** the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:


1. No vehicle or combination of vehicles or any class thereof whether empty or loaded, shall be operated over the bridge situate on the Wilmot-Blenheim Townline (Oxford-Waterloo Road) at Lots 18 and 19, Concession 14 (former Blenheim); Structure No. 3; M.T.O. Site No. 23-0049; where the gross weight of such vehicle or combination of vehicles or any class thereof exceeds - Fifteen (15) TONNES.
2. Any person violating the provisions of this by-law shall be subject to the penalties provided in Section 125 of The Highway Traffic Act.
3. By-law Number 1191-98, enacted the 21<sup>st</sup> day of January, 1998, is hereby repealed.
4. This by-law shall become effective immediately upon enactment, and a notice of the limit of weight permitted, legibly printed, has been posted in a conspicuous place at each end of the bridge.

By-law **READ** a **FIRST** and **SECOND** time this 15<sup>th</sup> day of September, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 15th  
day of September, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1166-97

A By-Law to amend Zoning By-Law Number 466-82, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 466-82 as amended, is hereby amended by changing to RR-15 the zone symbol of the lands so designated RR-15 on Schedule "A" attached hereto.
2. That Section 9.3 to By-Law Number 466-82, as amended is hereby amended by adding the following subsection at the end thereof.

"9.3.15      LOCATION:    PART LOT 22, CONCESSION 13 (BLENHEIM), RR-15

9.3.15.1      Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any RR-15 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

all uses permitted in Section 9.1 to this By-Law.

9.3.15.2      Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any RR-15 Zone use any lot, or erect, alter or use any building or structure except in accordance with the following provisions:

9.3.15.2.1    LOT FRONTAGE:

Minimum	60 metres
---------	-----------

9.3.15.2.2    LOT AREA:

Minimum	0.4 hectares
---------	--------------

9.3.15.2.3    That all the provisions of the RR Zone in Section 9.2 to By-Law Number 466-82, as amended, shall apply, and further that all other provisions of By-Law Number 466-82, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 17 day of September 1997.

READ a third time and finally passed this 17 day of September 1997.



---

Mayor Edward Down

(SEAL)



---

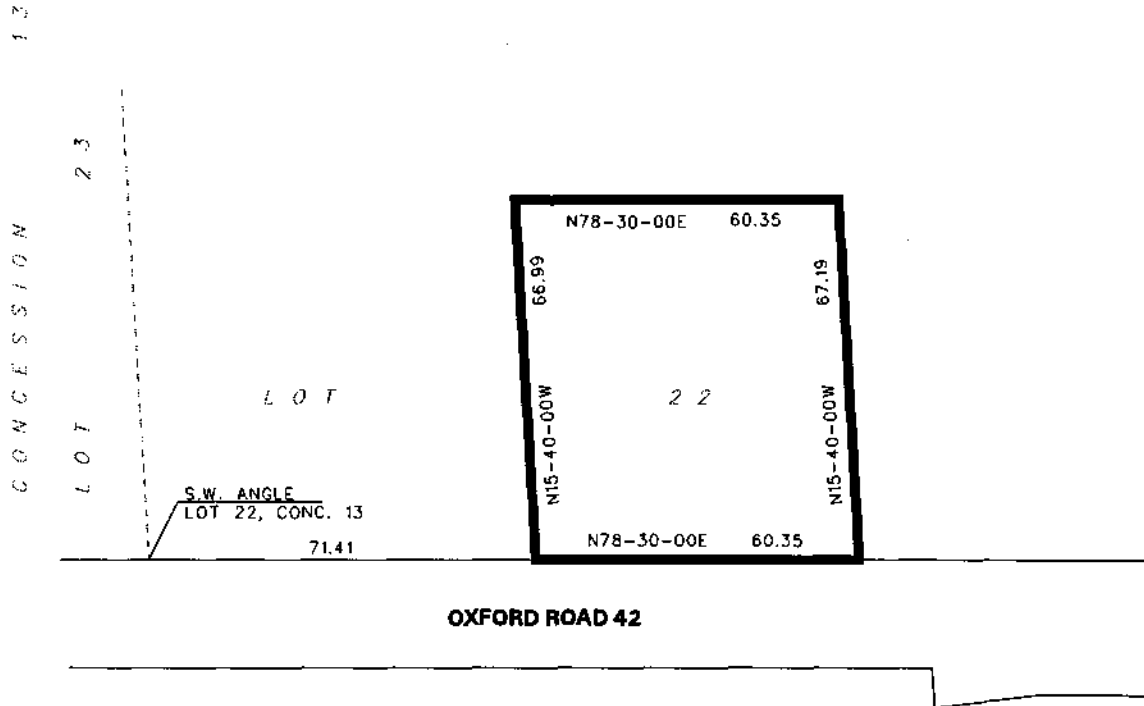
Clerk Keith Reibling

# SCHEDULE "A"

TO BY-LAW No. 1166-97

PART LOT 22, CONCESSION 13 (BLENHEIM)


TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW No. 1166-97, PASSED


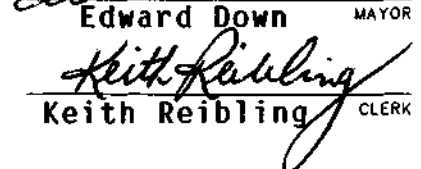
THE 17th DAY OF September, 1997

 AREA OF ZONE CHANGE TO RR-15

NOTE: ALL DIMENSIONS IN METRES



LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

  
Edward Down MAYOR  
  
Keith Reibling CLERK

ZON 1-371

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1166-97

EXPLANATORY NOTE

The purpose of By-Law Number 1166-97 is to rezone property located on the north side of Oxford Road 42, between Oxford Road 22 and the Village of Plattsville, being Part Lot 22, Concession 13 (Blenheim), in the Township of Blandford-Blenheim from 'Open Space (OS)' to 'Special Rural Residential (RR-15)' to permit the use of the property for a single detached residence. The subject property currently contains a school house which is to be converted to a single detached dwelling. The subject property covers an area of 0.4 hectare (1.03 acre) and is currently owned by Michael and Colleen Baldwin.

The Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1166-97. The public hearing was held on September 17, 1997.

Any person wishing further information relative to Zoning By-Law Number 1166-97 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

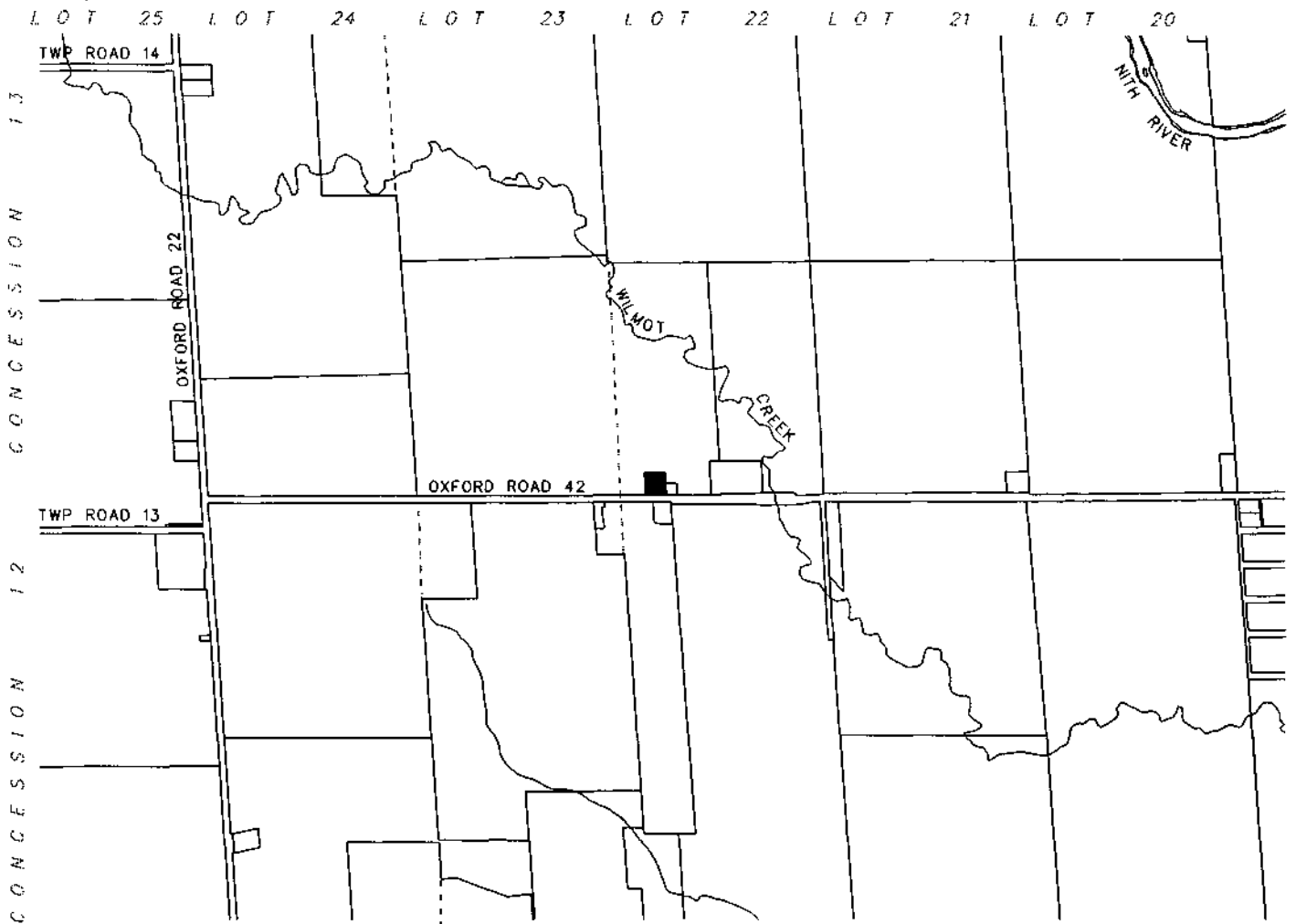
Telephone: 463-5347



# KEY MAP



METRES  
200 0 200 400



LANDS TO WHICH BYLAW 1166-97 APPLIES



LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1282-99

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Easton Drain 1997.

**WHEREAS** By-law Number 1189-98 enacted the 6<sup>th</sup> day of May, 1998 provided for the construction of the Easton Drain 1997, based on the estimates contained in a drainage report dated November 17<sup>th</sup>, 1997 as submitted by John Kuntze, P.Eng., from the firm of K. Smart Associates Limited.

The Drainage Works were completed as per the Engineer's Report, and the actual costs incurred to construct the Drainage Works was \$81,757.34. The Engineer's Estimated Costs for constructing the drain was \$71,250.00, including Special Assessment of \$10,095.00 for Township Roads, for a Net Estimated Cost of \$61,155.00.

The Actual Costs for the Special Assessments was \$8,909.50 for the Township Roads, reducing the net actual costs to \$72,847.84 for pro-rata purposes. The Actual Cost to construct the Drainage Works was over the Estimated Costs by a sum of \$11,692.84 or 119.12% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**THEREFORE**, Be it Enacted by the Municipal Council of The Corporation of the Township of Blandford-Blenheim:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.

TOWNSHIP OF BLANDFORD-BLENHEIM


CONCESSION	PARCEL OF LAND OR PART THEREOF	ESTIMATED TOTAL AMOUNT ASSESSED	ACTUAL COSTS
8	Pt. N. ½ L. 6 (George Skillings, Elmhome Farms Ltd.)	\$ 2,190.00	\$ 2,608.73
8	Pt. N. ½ L. 6 (Bruce Skillings)	10.00	11.92
9	Pt. S ½ L. 6 (291762 Ont. Ltd. c/o Betty Sebok)	4,946.00	5,891.64
9	W ½ L. 7 (Medallion Holsteins Ltd.)	6,104.00	7,271.09
9	Pt. E ½ L. 8 (Bauke & Ann Wieringa)	5,840.00	6,956.61
9	W ½ L. 8 & S ½ L.9 (Thames Bend Farms)	4,369.00	5,204.36
9	Pt. E ½ L. 7 (1060008 Ont. Ltd. c/o Douglas Vollmershausen)	19,749.00	23,525.01
9	Pt. E ½ L. 7 (Petronella Sauve & William Lerch)	609.00	725.44
9	Pt. N. ½ L. 9 (David & Margaret Vance)	7,259.00	8,646.92
9	Pt. N. ½ L. 9 (John & Karen Matresky)	1,020.00	1,215.03
10	S ½ L. 9 (Louis & Joyce Jancsar)	944.00	1,124.50
10	S ½ L. 8 (Bauke & Ann Wieringa)	<u>2,141.00</u>	<u>2,550.36</u>
SUB-TOTAL		\$55,181.00	\$65,731.61

CONCESSION	PARCEL OF LAND OR PART THEREOF	ESTIMATED TOTAL AMOUNT ASSESSED	ACTUAL COSTS
	Roads of Municipality	5,974.00	7,116.23
	Special Assessment - Blandford Road	<u>10,095.00</u>	<u>8,909.50</u>
	<b>TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM</b>	<u><b>\$71,250.00</b></u>	<u><b>\$81,757.34</b></u>

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.


By-law **READ** a **FIRST** and **SECOND** time this 6<sup>th</sup> day of October, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 6<sup>th</sup> day of October, 1999.



Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk Administrator.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1283-99

A By-Law to amend Zoning By-Law Number 466-82, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 466-82 as amended, is hereby amended by changing to C3-5 the zone symbol of the lands so designated C3-5 on Schedule "A" attached hereto.
2. That Section 8.3 to By-Law Number 466-82, as amended, is hereby amended by deleting subsection 8.3.6.
3. That Section 19.3 to By-Law Number 466-82, as amended is hereby amended by adding the following subsection at the end thereof.

"19.3.5      LOCATION: PART LOT 6, CONCESSION 4 (BLANDFORD), C3-5

19.3.5.1      Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any C3-5 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

a detached single-family dwelling house if accessory to a permitted use;  
a commercial greenhouse;  
a landscape contracting business;  
a retail nursery;  
a teaching facility related to the permitted uses.

19.3.5.2      Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any C3-5 Zone use any lot, or erect, alter or use any building or structure except in accordance with the following provisions:

3. -cont'd

19.3.5 LOCATION: PART LOT 6, CONCESSION 4 (BLANDFORD), C3-5  
-cont'd

19.3.5.2 -cont'd


19.3.5.2.1 Notwithstanding any other provisions of this By-Law to the contrary, all buildings and structures, open storage, stockpiling of materials, and parking of vehicles and equipment, accessory to a permitted non-residential use, shall be set back a minimum distance of 60 metres from the front lot line.

19.3.5.2.2 That all the provisions of the C3 Zone in Section 19.2 to By-Law Number 466-82, as amended, shall apply, and further that all other provisions of By-Law Number 466-82, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

4. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 6th day of October 1999.

READ a third time and finally passed this 6th day of October 1999.

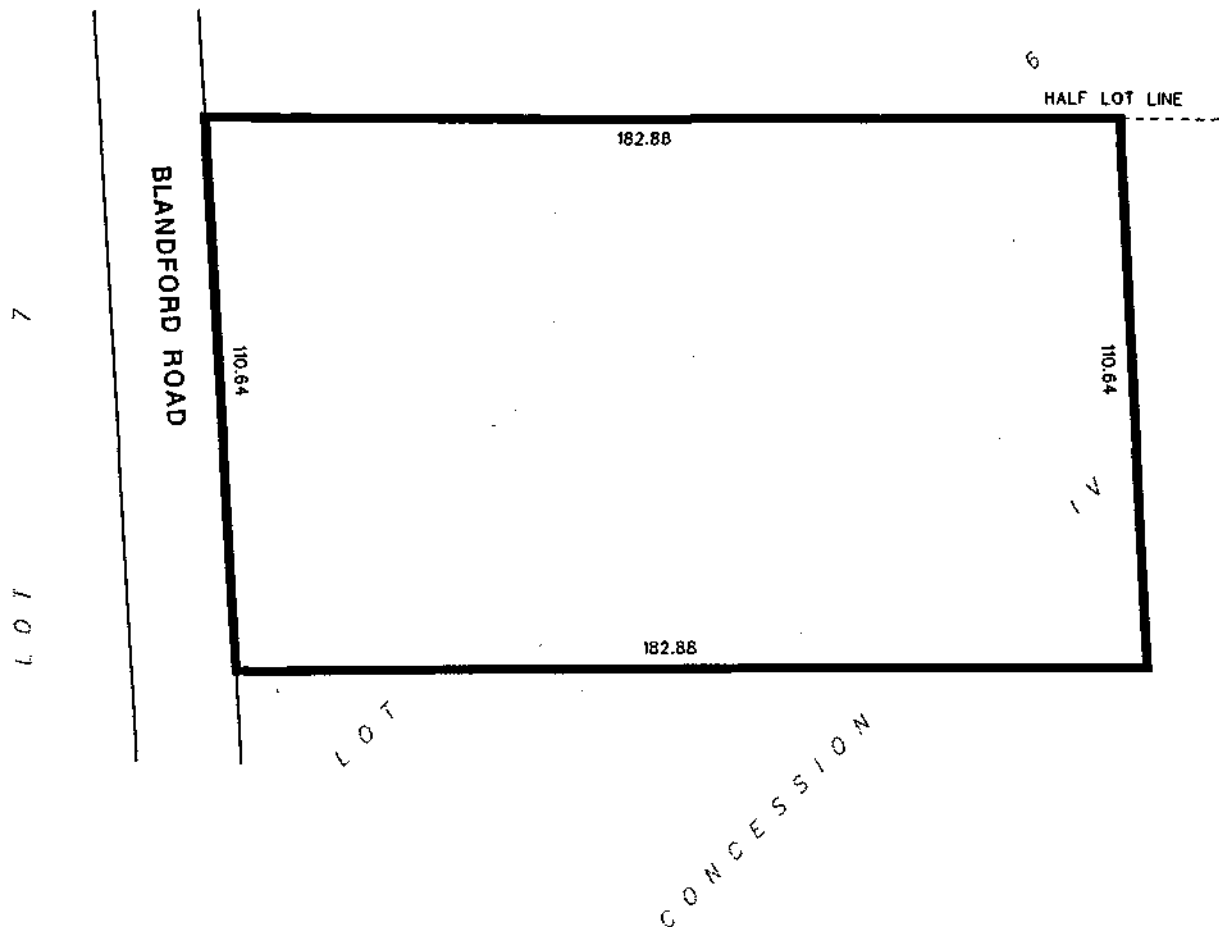
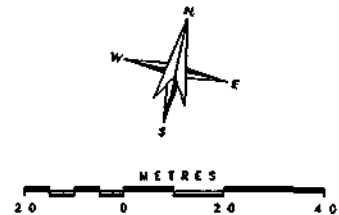
  
Donald S. Woolcott  
Mayor

(SEAL)

  
Keith Reibling  
Clerk

TO BY-LAW No. 1283-99

TOWNSHIP OF BLANDFORD-BLENHEIM



TO BY-LAW No. 1283-99, PASSED

THE 6th DAY OF October, 1999



NOTE: ALL DIMENSIONS IN METRES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OKFORD

Donald S. Woolcott  
Mayor

Keith Reibling  
Clerk

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1283-99

EXPLANATORY NOTE

The purpose of By-Law Number 1283-99 is to rezone property located on the east side of Blandford Road, between Township Road 4 and Township Road 5, comprising Part Lot 6, Concession 4 (Blandford), in the Township of Blandford-Blenheim from Special General Agricultural (A2-6) to Special Agricultural Commercial (C3-5), to permit a landscape contracting business, a retail nursery and a teaching facility related to the permitted uses, in addition to the commercial greenhouse existing on the property. The By-Law establishes a minimum setback of 60 metres (196.9 ft.) from the front lot line for all buildings and structures, open storage, stockpiling of materials and parking of vehicles and equipment, accessory to the non-residential uses. The By-law also recognizes the existing single-family detached dwelling on the property. The subject property covers an area of 2.0 hectares (5.0 acres). The subject property is currently owned by George Wells, and the applicant is William Wells.

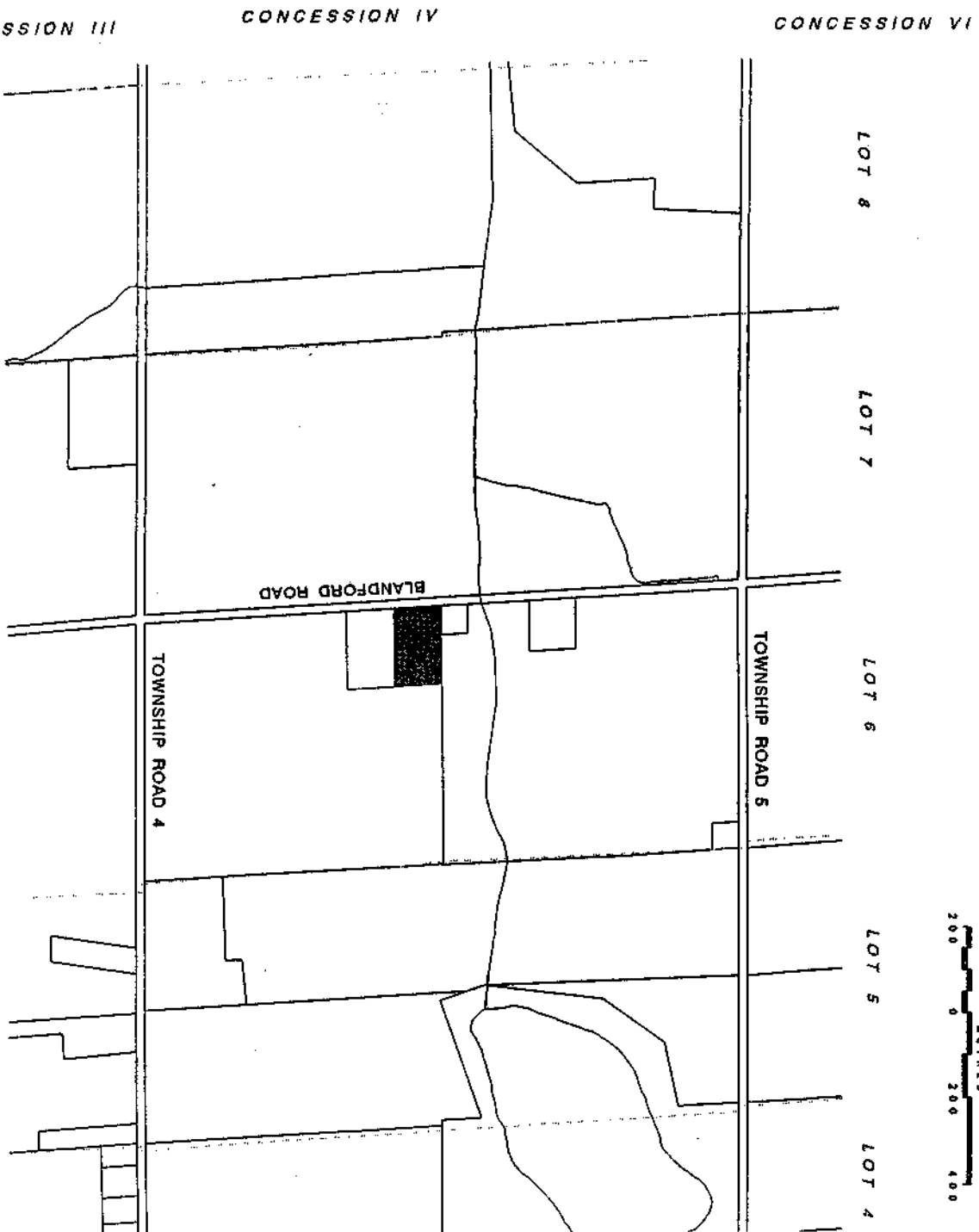
The Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1283-99. The public hearing was held on September 1, 1999.

Any person wishing further information relative to Zoning By-Law Number 1283-99 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



LANDS TO WHICH BYLAW 1283-99 APPLIES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1284-99

A By-Law to amend Zoning By-Law Number 466-82, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 466-82 as amended, is hereby amended by changing to OS-6 the zone symbol of the lands so designated OS-6 on Schedule "A" attached hereto.
2. That Section 26.3 to By-Law Number 466-82, as amended is hereby amended by adding the following subsection at the end thereof.

"26.3.6        LOCATION: PART LOT 13, CONCESSION 6  
(BLENHEIM), DRUMBO, OS-6

26.3.6.1       Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any OS-6 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

all uses permitted in Section 26.1 to this By-Law;  
a museum.

26.3.6.2       Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any OS-6 Zone use any lot, or erect, alter or use any building or structure except in accordance with the following provisions:

26.3.6.2.1     That all the provisions of the OS Zone in Section 26.2 to By-Law Number 466-82, as amended, shall apply, and further that all other provisions of By-Law Number 466-82, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 6th day of October 1999.

READ a third time and finally passed this 6th day of October 1999.



Donald S. Woolcott  
Mayor

(SEAL)



Keith Reibling  
Clerk

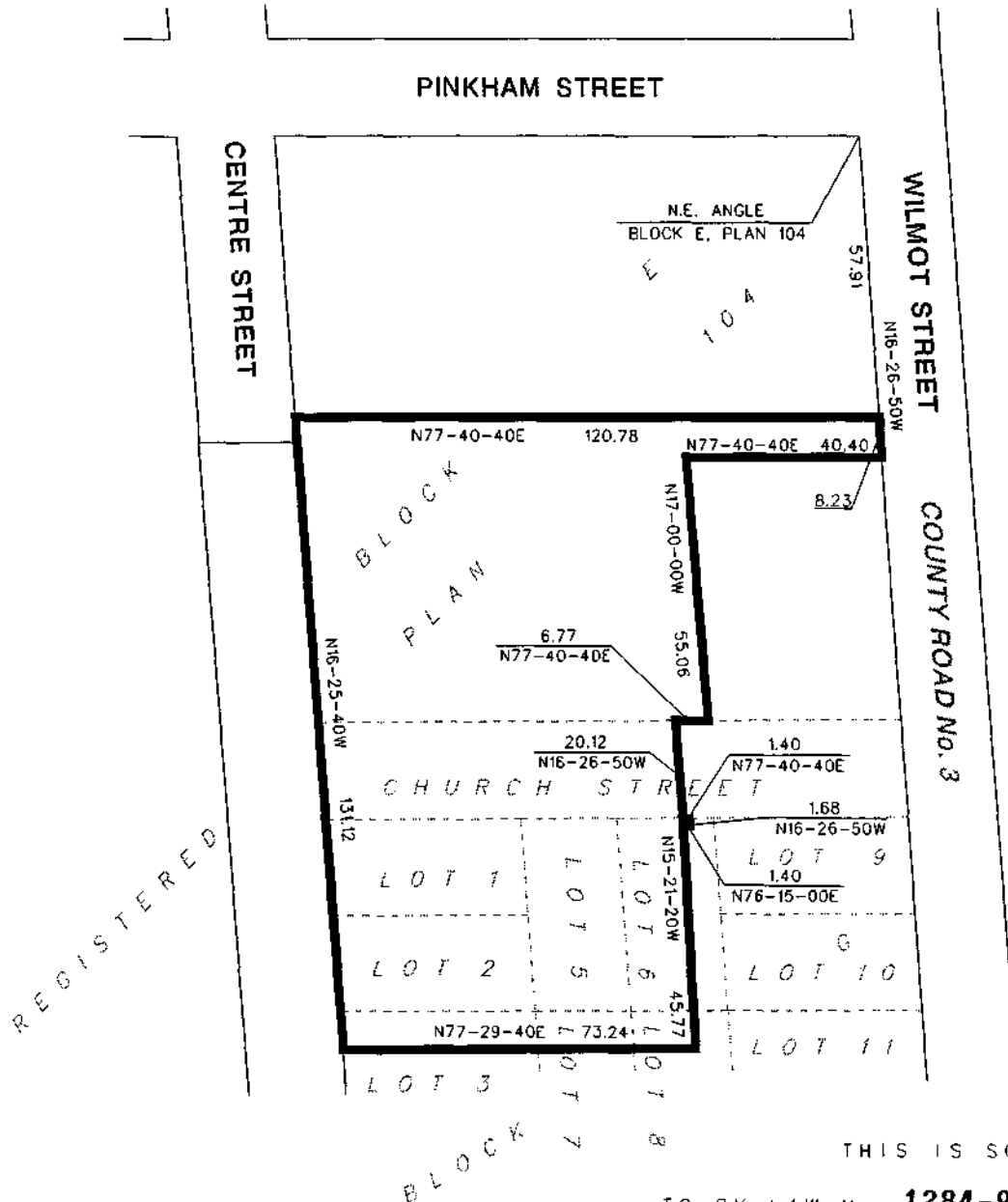
# SCHEDULE "A"

TO BY-LAW No. 1284-99

LOTS 1-2, PART LOT 3, LOT 5, PART LOTS 6-8, BLOCK G;  
PART OF BLOCK E & PART OF CHURCH STREET (CLOSED), REGISTERED PLAN 104  
PARTS 7-9 & 11, REFERENCE PLAN 41R-3005  
TOWNSHIP OF BLANDFORD-BLENHEIM




20 0 20 40  
METRES




THIS IS SCHEDULE "A"


TO BY-LAW No. 1284-99, PASSED

THE 6th DAY OF October, 1999

 AREA OF ZONE CHANGE TO OS-6

NOTE: ALL DIMENSIONS IN METRES

  
Donald S. Woolcott MAYOR

  
Keith Reibling CLERK



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1284-99

EXPLANATORY NOTE

The purpose of By-Law Number 1284-99 is to rezone property located on the east side of Centre Street, between Maitland Street and Pinkham Street, in the Village of Drumbo, comprising Lots 1, 2, Part Lot 3, Lots 5, 6, 7 & 8, Block G, Part Block E and Part of Church Street, Registered Plan 104 (Blenheim), shown as Parts 7, 8, 9 & 11 on Reference Plan 41R-3005, in the Township of Blandford-Blenheim from Open Space (OS) to Special Open Space (OS-6) to permit a museum in the Drumbo Community Park, located to the north of the Agricultural Hall and Fair Exhibit Hall. The subject property is currently owned by the Drumbo Agricultural Society.

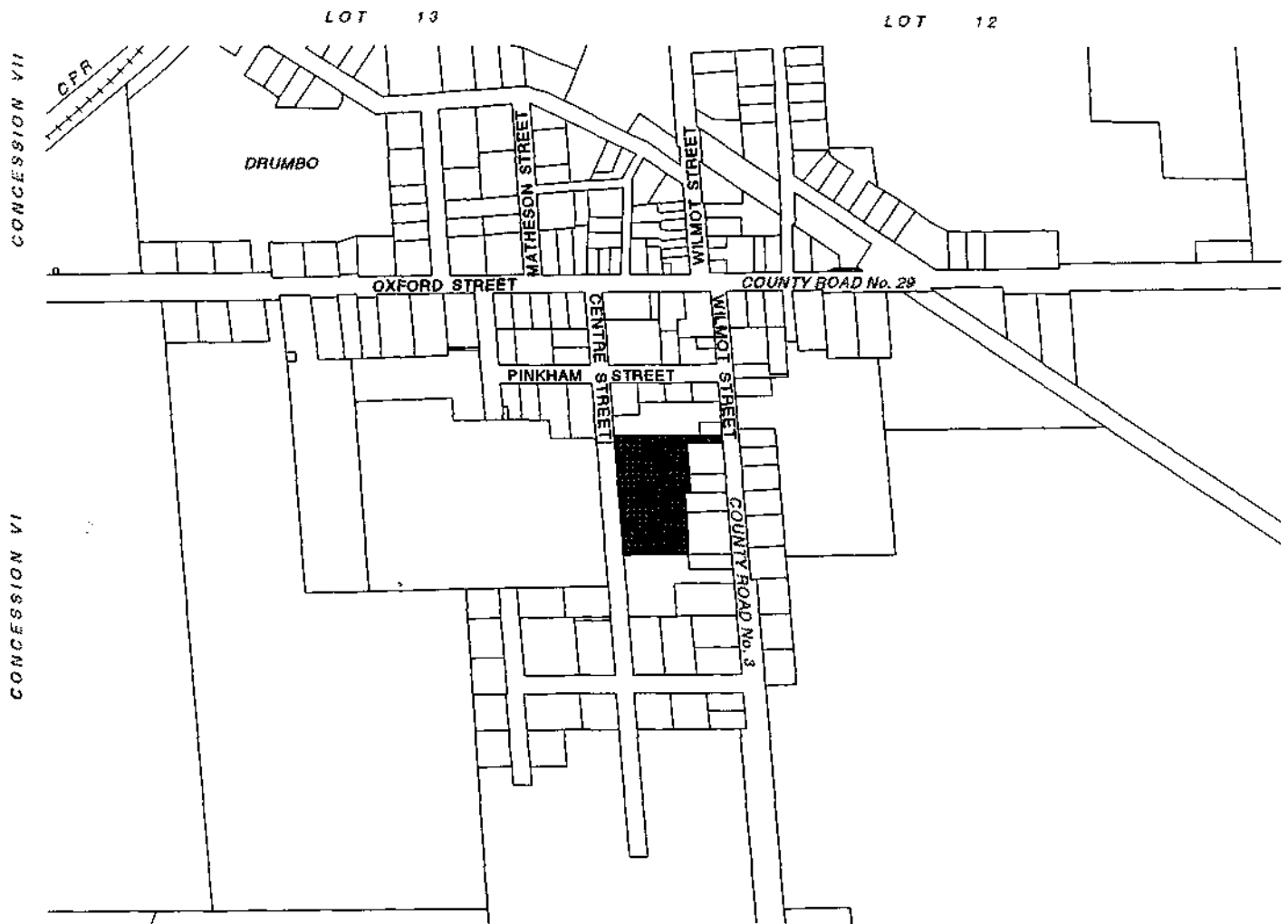
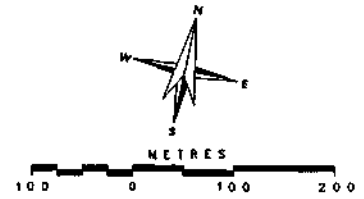
The Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1284-99. The public hearing was held on October 6, 1999.

Any person wishing further information relative to Zoning By-Law Number 1284-99 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



LANDS TO WHICH BYLAW 1284-99 APPLIES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1285-99

A By-Law to amend Zoning By-Law Number 466-82, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That subsection 15.3.2.1 to By-Law Number 466-82, as amended is hereby amended by adding the following subsection at the end thereof.

"15.3.2.1.1 For the purposes of this section, a Mobile Home shall mean a prefabricated transportable dwelling house, constructed to be towed on its own chassis (notwithstanding that its running gear is or may be removed) or transported to the site by other means, designed and equipped for year-round occupancy and containing suitable sanitary facilities including a flush toilet, shower or bathtub within the unit, but does not include a travel trailer as defined in this By-Law."

2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 6th day of October 1999.

READ a third time and finally passed this 6th day of October 1999.



Donald S. Woolcott

Mayor

(SEAL)



Keith Reibling

Clerk

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1285-99

EXPLANATORY NOTE

The purpose of By-Law Number 1285-99 is to rezone property located on the south side of Township Road 4, between Blandford Road and Highway 401, known as Forest Estates Park, comprising Part Lot 4, Concession 3 (Blandford), shown on Reference Plan 41R-1965, in the Township of Blandford-Blenheim from Special Mobile Home Park Zone (RMH-2) to an amended Special Mobile Home Park Zone (RMH-2) to permit a change in the definition of a 'mobile home' for the subject property. The amended definition will permit mobile home dwelling units to be transported to the site by other means, such as a flat bed truck, in addition to being towed on their own chassis. The subject property is currently owned by 394075 Ontario Ltd. and the applicant is Stella Ferrell.

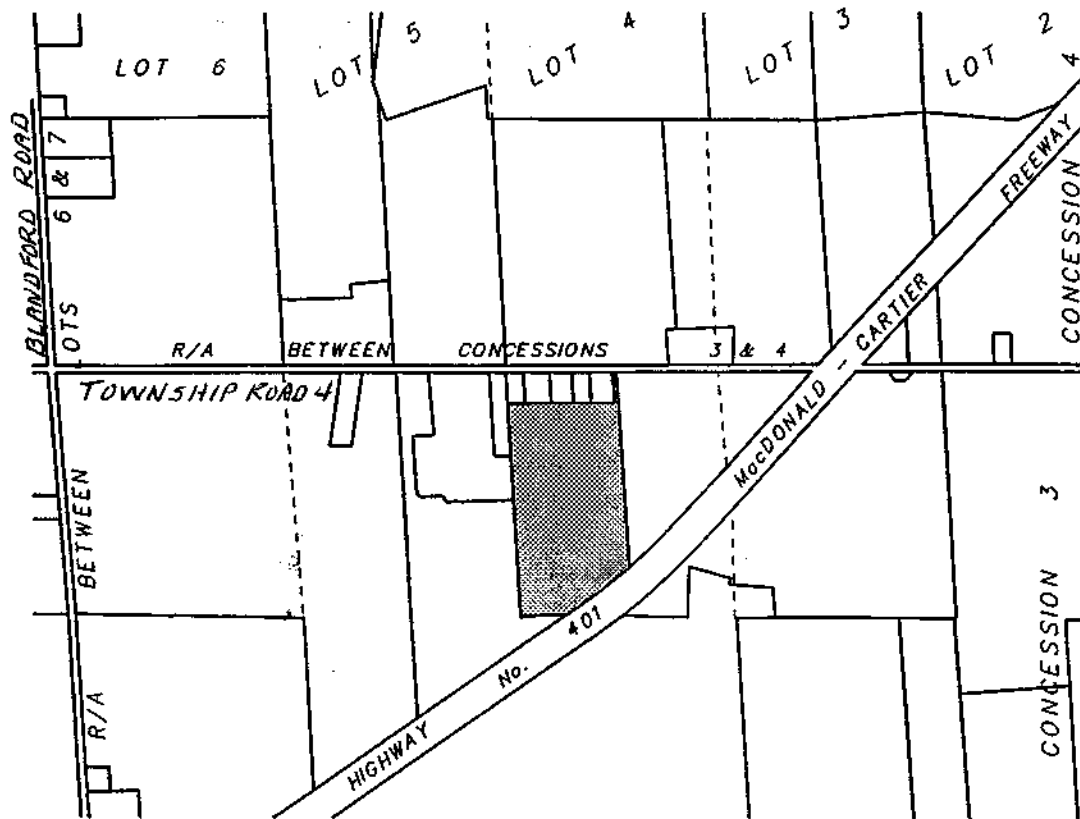
The Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1285-99. The public hearing was held on October 6, 1999.

Any person wishing further information relative to Zoning By-Law Number 1285-99 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



LANDS TO WHICH BYLAW 1285-98 APPLIES



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1286-99

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and Myrtle Etherington.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding Application Number B-72/98 has granted one (1) severance subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lot.

**AND WHEREAS** Township Council deems it desirable to enter into an Agreement with the developer to effect proper development of One (1) residential lot, being composed of Part of Lot 6, Plan 123 (former Blenheim), more particularly described as Part 1 on Reference Plan 41R-6499.

**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:


1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated October 1<sup>st</sup>, 1999, for developing lands, being composed of Part of Lot 6, Plan 123 (former Blenheim), more particularly described as Part 1 on Reference Plan 41R-6499, between Myrtle Etherington and the Corporation of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 6th day of October, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 6th day of October, 1999.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

<p style="text-align: center; font-size: 1.2em;">491452</p> <p>Number.....</p> <p><b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 1.1em;">2005-10-20</p> <p>at 16:49 <i>MZB</i> Land Registry Office No. 41 Land Registrar</p> <p>New Property Identifiers</p> <p>Executions</p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 1 pages	(3) Property Identifier(s) Block Property 00282 0286(R)	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document <b>RELEASE OF CONSENT AGREEMENT</b>			
	(5) Consideration n/a <div style="text-align: right;">Dollars \$</div>			
	(6) Description  In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lot 6, Plan 123 (Blenheim), described as PART 1 on Reference Plan 41R-6499.			
	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>			
	(8) This Document provides as follows:			

Release of Consent Agreement contained in Instrument No. 435233 registered on the 12<sup>th</sup> day of October, 1999, being a consent Agreement between Myrtle Etherington, and the Township, has been fully complied with.

The restrictions are no longer required for this property and this release is final in nature and does not require any subsequent confirmation.

Continued on Schedule ☐

(9) This Document relates to instrument number(s) Instrument Number 435233			
(10) Party(ies) (Set out Status or Interest)			
Name(s)	Signature(s)	Date of Signature	
THE CORPORATION OF THE	<i>Donald S. Woolcott</i> Donald S. Woolcott, Mayor	2005 10 19	
TOWNSHIP OF BLANDFORD-BLENHEIM	<i>Keith Reibling</i> Keith Reibling, Clerk-Administrator	2005 10 19	
(11) Address for Service 47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0			
(12) Party(ies) (Set out Status or Interest)			
Name(s)	Signature(s)	Date of Signature	
		Y M D	
(13) Address for Service			
(14) Municipal Address of Property 57 Powell Street Drumbo Ontario. N0J 1G0	(15) Document Prepared by: Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0		
		Fees and Tax	
		Registration Fee	
		Total	60-

FOR OFFICE USE ONLY

Number.....  
**435233**  
CERTIFICATE OF REGISTRATION  
REGISTERED

1999-10-12

at *1653 Myrtles*  
Land Registry  
Office No. 41  
Land Registrar

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☒ Land Titles ☐ (2) Page 1 of 14 pages

(3) Property Identifier(s) Block 00282 Property 0270 Additional:  
See  
Schedule ☐

(4) Nature of Document  
Consent Agreement Registered pursuant to Sections  
51(6) and 53(2) of the Planning Act, R.S.O. 1990.

(5) Consideration

-----nil----- Dollars \$

(6) Description

In the former Township of Blenheim, now in the  
Township of Blandford-Blenheim, in the County  
of Oxford, being composed of Part of Lot 6,  
Plan 123 (Blenheim), described as PART 1 on  
Reference Plan 41R-6499.

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

(8) This Document provides as follows:

See Attached Consent Agreement.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature  
Y M D

THE CORPORATION OF THE TOWNSHIP  
OF BLANDFORD-BLENHEIM (the "Township")  
by its Clerk-Administrator Keith Reidling 1999 10 06

(11) Address for Service 47 Wilmot Street South, DRUMBO, Ontario. NOJ 1G0

(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature  
Y M D

MYRTLE ETHERINGTON

(13) Address for Service 55 Powell Street, DRUMBO, Ontario. NOJ 1G0

(14) Municipal Address of Property

57 Powell Street,  
Drumbo, Ontario.  
NOJ 1G0

(15) Document Prepared by:

Keith Reidling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario.  
NOJ 1G0

FOR OFFICE USE ONLY

Fees and Tax  
Registration Fee

Total

50

**CONSENT AGREEMENT****M. ETHERINGTON SEVERANCE****PART OF LOT 6, PLAN 123****TOWNSHIP OF BLANDFORD-BLENHEIM**  
(FORMERLY TOWNSHIP OF BLENHEIM)

THIS AGREEMENT made on the 1st day of October, 1999

BETWEEN:

MYRTLE ETHERINGTON

Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM

Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of a consent to sever with respect to the said lands that will create one new building lot along the north side of Powell Street, west of Mill Street in the Village of Drumbo, hereinafter called the new building lot;

AND WHEREAS the County of Oxford Land Division Committee (Application Number B-72/98) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated November 5, 1998, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

1. GENERAL

1.1 Deposit

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

**1.2 All work to conform to approved plan**

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan hereto attached, required by, and in accordance with the sections of, this agreement. All approved plans are to be initialed by the Township Engineer.

**1.3 Construction Within Township Right-of-Way**

Work done within the road right-of-way by either the owner or lot purchaser shall be done to the Township's satisfaction.

**1.4 Owner to notify lot purchaser of his obligations**

The Owner agrees to notify the lot purchaser of his obligations of construction re the new building lot in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the lot purchaser is required to comply with all applicable sections of this agreement.

**1.5 Owner to employ Engineer for design**

The Owner or Lot Purchaser shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lot showing the grading and drainage, the driveway and boulevard work. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

**1.6 Other Work**

If at any time during the construction for the new building lot it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

**1.7 Liability**

Until the Council of the Township shall have accepted all the work with respect to the new building lot, as evidenced by the Engineer's Certificate of Lot Grading of Section 17, the Owner and/or the Lot Purchaser of the new lot agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchaser undertaking this development, or from any part or omission by the Owner or Lot Purchaser, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

**1.8 Intent**

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

**2. DRAINAGE ACT MATTERS****2.1 Drumbo Drainage Works 1993**

- a) In accordance with Page 34 of the Drainage Report, since a connection to the drain from the lot to be serviced herein was provided, the Owner shall be assessed a lump sum special benefit assessment of \$500. This amount shall be applied against the costs of construction of the service as being borne by the County of Oxford and/or Township.
- b) Also and pursuant to Page 35 of the Drainage Report, the owner shall pay the lump sum of \$2,000 prior to issuance of the building permit. As per Section

66(3) of the Act, this sum is to be placed in a special fund to be used by the Township for future maintenance of the drain.

- c) With respect to future maintenance provisions, the Owner is to be assessed an equal portion for maintenance similar to adjacent lots as outlined on Page 35 of the Drainage Report.

## 2.2 Advising Lot Purchasers of Obligations Relating to the Drainage Act

The Owner agrees to notify the lot purchaser of its obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act. The Owner and lot purchaser acknowledge that if drainage problems should result a future drain may be required and that assessments of cost may be made to them if the drain proceeds.

## 3. OTHER DRAINAGE MATTERS

### 3.1 Grading of Lot (To Provide Proper Drainage)

The Owner agrees to grade the new building lot as shown on the approved plan, and/or to notify the lot purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lot as per the approved plan.

### 3.2 Private Drain Connection

The Owner agrees to notify the lot purchaser of its obligation to construct the catchbasin and outlet in conjunction with the lot grading as shown on the approved plan. The lot purchaser may then run a gravity outlet from the footing drain to the catchbasin. Alternatively if a sump and pump is installed the discharge may be to the surface or may be to a gravity outlet to the catchbasin.

## 4. DRIVEWAY

### 4.1 General

The Owner agrees to notify the lot purchaser of his obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall initially consist of granular and shall ultimately be finished using a hard surfacing material, either asphalt, concrete or paving blocks.

### 4.2 Permits

The Owner shall advise each lot purchaser that it is his responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

### 4.3 Specifications

The driveway shall be constructed in accordance with the requirements of Schedule C.

## 5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES

### 5.1 General

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lot. Connections from the main lines of the services into the lot will be the responsibility of the lot purchaser.

## 6. STREET LIGHTING

### 6.1 Paying into Reserve Account

The Owner agrees to pay the sum of \$100.00 to the Township which sum shall be deposited in the Township's Reserve Account for Street Lighting. This sum shall be payable prior to the stamping of the deed.

## 7. SIDEWALKS

### 7.1 Paying into Sidewalk Reserve Account

The Owner agrees to pay the sum of \$500 to the Township, which sum is to be deposited into the Township's Reserve Account for Sidewalk Extensions, Improvements and Maintenance. This sum shall be payable prior to the deed being stamped.

8. **PARKLAND FEES**

The Owner agrees to pay a sum of Seven Hundred Dollars (\$700) as a deposit for cash in lieu of parklands which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deed.

9. **RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS**

The Township may hold the Owner or lot purchaser liable for any damages to the existing roads that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any curb, any utility, any sign and any other works in the boulevards.

10. **BOULEVARDS**

Upon completion of all work on the lot and in the road allowances, to a degree as required by the Township, the affected boulevard areas shall be regraded, topsoiled and sodded.

11. **WATER SUPPLY**

a) **Connection Charges**

The Owner is currently identified in County of Oxford, Bylaw No. 3619-97, Schedule B as property code 250-10200-01, Powell Street and is therefore paying the appropriate water service charge for a vacant serviced lot.

b) **Inspection of Work Beyond the Road**

Prior to backfilling any house connection to a water line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) **User Fees**

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current bi-monthly water system fees under Schedule B of Oxford County Bylaw 3619-97. These fees will be transferred to Schedule A when a system connection is made. The Owner shall also notify the Lot Purchaser that the current fees under Schedules A and B are under review and subject to change.

d) **Development Charges**

In accordance with the Schedule of Drumbo Water and Sanitary Sewer Area Specific Development Charges", Bylaw 3913-99, the Owner shall pay to the County of Oxford the sum of \$1,147 prior to the stamping of the deed.

12. **SEWAGE DISPOSAL**

a) **Connection Charges**

The Owner is currently identified in County of Oxford, Bylaw No. 3619-97, Schedule B as property code 250-10200-01 Powell Street and is therefore paying the appropriate sanitary sewer service charge for a vacant serviced lot.

b) **Inspection of Work Beyond the Road**

Prior to backfilling any house connection to a sewage line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) User Fees

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current bi-monthly sewage system fees under Schedule B of Oxford County Bylaw 3619-97. These fees will be transferred to Schedule A when a system connection is made. The Owner shall also notify the Lot Purchaser that the current fees under Schedules A and B are under review and subject to change.

d) Development Charges

In accordance with the Schedule of Drumbo Water and Sanitary Sewer Area Specific Development Charges", Bylaw 3913-99, the Owner shall pay to the County of Oxford the sum of \$3,203 prior to the stamping of the deed.

13. CONSTRUCTION ON THE LOT

13.1 Work to be in Accordance with Approved Plan

All work on any new building lot created must be in accordance with the approved plan as defined in Section 1.2.

13.2 Lot Purchaser's Obligation to Prepare Site Plan

The Owner agrees to prepare or to advise the lot purchaser of its obligation to prepare a site specific plan showing how the approved plan will be implemented on the lot. The site specific plan shall provide that the dwelling and driveways shall generally be in the same locations as shown on the approved plan. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The lot purchaser is responsible for implementing the site specific plan once approved.

13.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits

The revised plan required by Section 13.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

13.4 Deposits, Certificate of Lot Grading

These matters shall be attended to in accordance with Section 17 hereto.

13.5 Timing

Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.

13.6 Changes

All work on the lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

13.7 Ultimate Responsibility

All security monies provided by the Owner or the lot purchaser pursuant to Sections 1.1 and 17.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lot. The Owner shall notify the lot purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lot, these securities will be released to the current owners of the building lot.



14. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES

14.1 Review of Plans, Assistance in Finalizing the Consent Agreement

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicings to finalize this Consent Agreement and to participate in, review and/or approve any construction.

14.2 Inspection of Construction by Township Engineer

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchaser forthwith upon demand by the Township.

14.3 Township Legal and Engineer's Costs

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any lot purchaser under Section 17 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

14.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser

These services of the Township Engineer will be separate from the above and are covered in Section 17 hereto.

15. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED

Prior to the Township's stamping of the deed for the new building lot created, the Owner shall if applicable:

1. Have paid the sum for the drain connection as required by Section 2.1(a).
2. Have paid the sum for street lighting as required by Section 6.
3. Have paid the sum for sidewalks as required by Section 7.
4. Have paid the sum for parkland fees as required by Section 8.
5. Have paid to the County of Oxford the sum as required by Section 11(d).
6. Have paid to the County of Oxford the sum as required by Section 12(d).
7. Have paid all outstanding accounts of the Township, including those required by Section 14.3.
8. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 19.
9. Have executed this agreement with the Township.

16. BUILDING PERMITS

16.1 Building Permit Format

Prior to applying for a building permit, the revised plan as required by Section 13.2 must be approved. A building permit format shall be used whereby the Owner shall not receive permission to frame until the foundation has been certified. The Owner shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

16.2 Development Charges

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

16.3 Other Matters to be Attended to Prior to Issuance of a Building Permit

- a) Provide security deposit for lot grading and driveway construction.
- b) Pay to the Township the sum required by Section 2(b) as per the Drumbo Drainage Report.
- c) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
- d) Obtain the entrance permit from the applicable authority.

17. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS

17.1 Amount of Security

To ensure that the Owner, lot purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500, cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with site plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the Roads are attended to and if all other matters required by this agreement are attended to.

17.2 Owner of Security

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

17.3 Security to be Drawn on if Default

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

17.4 Township Engineer's Costs

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be \$250.00. Multiple trips or revisions to the plan may increase these fees.

17.5 Release of Security

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

17.6 Completion of Lot Grading

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon the lot and complete the lot grading at the expense of the security deposit.

17.7 Definition

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

**18. DEFAULT**

In addition to any other remedy which the Township may have against the Owner or Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of Section 326 of the Municipal Act, RSO 1990, as amended.

**19. REGISTRATION OF THIS AGREEMENT**

- 19.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.
- 19.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

**20. EASEMENTS, BLOCKS**

None are required.

**21. MISCELLANEOUS****21.1 Agreement to Enure**

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, the lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the lot and with respect to finishing of the driveways and boulevards.

**21.2 Variations**

All work is to be in accordance with the approved plans and in accordance with the site plans to be prepared for the lot subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

Consent Agreement  
M. Etherington

Page 9

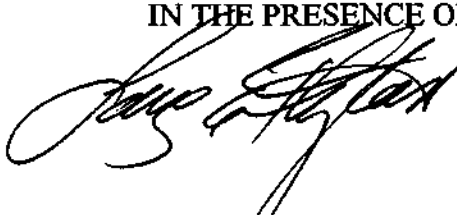
22. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

OWNER



Myrtle Etherington  
Per Myrtle Etherington

THE CORPORATION OF THE TOWNSHIP  
OF BLANDFORD-BLENHEIM

(SEAL)

Donald S. Woolcott  
Mayor, Donald S. Woolcott

Keith Reibling  
Clerk, Keith Reibling

SCHEDULE "A"

Agreement Dated the 1st day of October, 1999.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of part of Lot 6, Registered Plan 123, and more particularly described as Part One on Reference Plan 41R-6499.

SCHEDULE "B"

CONSENT CONDITIONS

*In the case of an Application for Consent as made under Section 53 of the Planning Act, RSO 1990, as amended, as it affects the property located on the:*

*North side of Powell Street, west of Mill Street in the Village of Drumbo.*

*Part of Lot 6, Registered Plan 123, Township of Blandford-Blenheim, formerly Township of Blenheim.*

CONDITIONS:

1. *The applicant enter into a Severance Agreement with the Township of Blandford-Blenheim for the development of the severed lot, to include stormwater management, lot grading, sidewalks, street lighting and drainage assessment re-apportionment.*
2. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services and otherwise, have been complied with.*
3. *All stated conditions must be satisfied pursuant to Subsection 20, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for certification pursuant to Subsection 22, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall lapse.*

*Dated this 5th day of November, 1998*

SCHEDULE "C"**C.1 DRAINAGE**

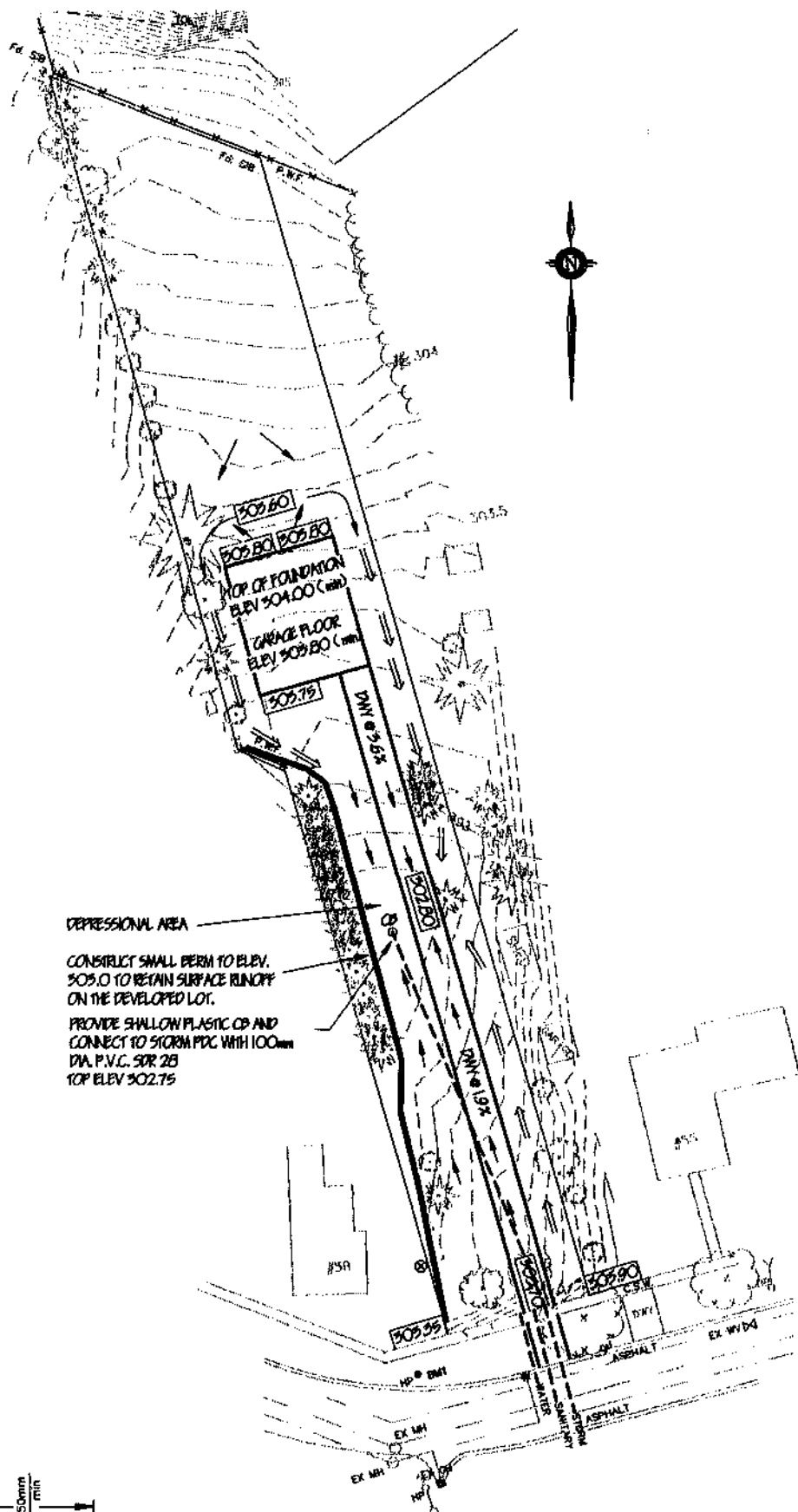
- a) **Roof Drainage**  
Roof drainage shall discharge onto the surface.
- b) **Lot Drainage**  
-30" plastic catchbasin  
-100mm dia P.V.C. from catchbasin to storm service at property line
- c) **Foundation Drainage**  
-one of following alternatives is acceptable
  - i) sump pump discharged to surface
  - ii) sump pump pumped over foundation wall and discharged by gravity to catchbasin
  - iii) weeping tiles connected by gravity to catchbasin

**C.2 DRIVEWAY**

- a) **Dimensions**  
The minimum width shall be 3.5m and the maximum width shall be 6.0m.
- b) **Materials**  
250mm minimum of Granular A  
50mm minimum of HL3 asphalt or driveway paving stones, or 150mm of reinforced concrete.

**C.3 BOULEVARD CONSTRUCTION**

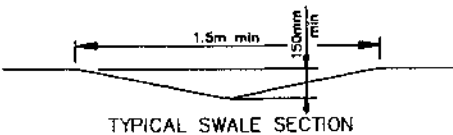
Boulevard to be topsoiled and sodded.



DEPRESSIONAL AREA

CONSTRUCT SMALL BERM TO ELEV. 303.0 TO RETAIN SURFACE RUNOFF ON THE DEVELOPED LOT.

PROVIDE SHALLOW PLASTIC CB AND CONNECT TO STORM PDC WITH 100mm DIA. P.V.C. SUR 2B TOP ELEV 302.75



BENCHMARK:  
NAIL IN HYDRO POLE  
3m WEST OF LOT  
ELEV. 303.49

NOTES

- 1. THIS IS THE APPROVED PLAN IN ACCORDANCE WITH THE AGREEMENT. IT MAY BE CONSIDERED THE SITE SPECIFIC PLAN AS REQUIRED BY THE AGREEMENT, PROVIDED THAT THE LOT IS DEVELOPED IN ACCORDANCE WITH THIS PLAN.
- 2. ELEVATIONS SHOWN ON THIS PLAN FOR FINISHED GRADES SHALL BE MAINTAINED TO PROVIDE DRAINAGE OF THE LOT
- 3. LOCATION OF HOUSE MAY VARY WITHIN THE LIMITS SET BY THE ZONING BYLAW AND PROVIDED THAT THE OVERALL DRAINAGE SCHEME IS MAINTAINED.
- 4. ELEV. OF SANITARY SERVICE STUB = 300.81  
ELEV. OF STORM SERVICE STUB = 301.18  
BUILDER TO VERIFY THESE ELEV. PRIOR TO POURING FOUNDATION

LEGEND

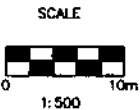
- EXISTING STUMP
- 29.99 EXISTING ELEV
- 31.25 PROPOSED GROUND ELEVATION
- EXISTING TREES
- PROPOSED SURFACE FLOW DIRECTION
- PROPOSED DRAINAGE SWALE

ETHERINGTON CONSENT

PART OF LOT 6 PLAN 123 DRUMBO (PART 1 RP 41R-6499)

TOWNSHIP OF BLANDFORD-BLENHEIM

COUNTY OF OXFORD



**K. SMART ASSOCIATES LIMITED**  
CONSULTING ENGINEERS AND PLANNERS  
85 MCINTYRE DRIVE  
KITCHENER, ONTARIO N2R 1H6

JOB NUMBER  
99151  
DATE  
OCT 1, 1999  
DRAWING NUMBER  
1



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1287-99

Being a By-law to impose upon the lands assessed the costs incurred for preparing a report relating to the Sparks Drain.

**WHEREAS** the Council of the Township of Blandford-Blenheim by resolution enacted September 27, 1997, appointed R. J. Burnside & Associates Limited, 156 Erie Street, STRATFORD, Ontario, N5A 2M7 to prepare a new report for repair and improvement to the Sparks Drain watershed under the authority of Sections 76 and 78 of the Drainage Act.

**AND WHEREAS** the Engineer filed a report dated September 22, 1999, indicating that after several meetings with the owners of land in the Sparks Drain watershed the improved drainage works are no longer required pursuant to Section 40 of the Drainage Act.

**AND WHEREAS** the Engineering fees incurred were \$6,631.54 plus \$198.95 (3% Net G.S.T.) for a total cost of \$6,830.49.

The Drainage Act, R.S.O. 1990, Section 61 and amendments thereto, empowers Council to impose upon the lands assessed for the drainage works the assessment with which it is chargeable.

**THEREFORE**, Be it Enacted by the Municipal Council of The Corporation of the Township of Blandford-Blenheim:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.

TOWNSHIP OF BLANDFORD-BLENHEIM

CONCESSION	PARCEL OF LAND OR PART THEREOF	ACTUAL COSTS
3	Pt. L. 9 (Ralph & Janet Sparks)	\$ 293.83
3	Lot 10 (Ralph & Janet Sparks)	2,859.31
3	Lot 11 (Robert & Elizabeth McCrow)	221.57
4	S ½ L. 9 & E1/4 S ½ L. 10 (Gerald, John & Susan Pynenburg)	510.85
4	W. Pt. S.Pt. L. 10 (Elinor Kesteloot)	2,572.97
4	Pt. N ½ L. 10 (Allan Thede)	<u>66.90</u>
SUB-TOTAL		\$ 6,525.43
Roads of Municipality		<u>305.06</u>
<b>TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<b><u>\$ 6,830.49</u></b>

2. The actual cost is due and payable in one lump sum on or before December 10, 1999.

By-law Number 1287-99 Cont'd.

3. If the actual cost is not received by the due date the amount due plus 2 ½% interest and penalty charge shall be added to the 2000 Local Improvement charges list and collected in 4 equal installments in the same manner as property taxes.

By-law **READ** a **FIRST** and **SECOND** time this 17<sup>th</sup> day of November, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 17<sup>th</sup> day of November, 1999.



Donald S. Woolcott, Mayor

(SEAL)



Keith Reibling, Clerk-Administrator

<p style="text-align: center; font-size: 1.2em;"><b>436463</b></p> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 1.1em;">1999-12-03</p> <p>at 9.16 ..... Land Registry Office No. 41      <i>M. Z. Reibling</i> Land Registrar</p> <p>New Property Identifiers <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p> <p>Executions <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>		<p>(2) Page 1 of 3 pages</p>																			
	<p>(3) Property Identifier(s)      Block      Property</p> <p style="text-align: center;">00292      0168</p>		<p>Additional: See Schedule <input type="checkbox"/></p>																			
	<p>(4) Nature of Document</p> <p style="text-align: center;">By-law Number 1288-99</p>																					
	<p>(5) Consideration</p> <p style="text-align: center;">Four Thousand, Three Hundred and Fifty-Six---- Dollars \$ 4,356.00</p>																					
	<p>(6) Description</p> <p>In the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford being composed of a portion of original road allowance known as Mary Street according to Registered Plan No. 99, designated as PARTS 1 and 2 on Reference Plan 41R-6535.</p>																					
<p>(7) This Document Contains:      (a) Redescription New Easement Plan/Sketch <input type="checkbox"/>      (b) Schedule for:      Description <input type="checkbox"/>      Additional Parties <input type="checkbox"/>      Other <input type="checkbox"/></p>																						
<p>(8) This Document provides as follows:</p> <p style="text-align: center; font-size: 1.1em;">See By-law attached.</p> <p style="text-align: right;">Continued on Schedule <input type="checkbox"/></p>																						
<p>(9) This Document relates to instrument number(s) The Corporation of the Township of Blandford-Blenheim By-law Number 1288-99.</p>																						
<p>(10) Party(ies) (Set out Status or Interest)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Name(s)</th> <th style="width: 30%;">Signature(s)</th> <th style="width: 20%;">Date of Signature</th> </tr> <tr> <th></th> <th></th> <th>Y      M      D</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM</td> <td></td> <td></td> </tr> <tr> <td>by its Clerk-Administrator Keith Reibling</td> <td style="text-align: center;"><i>Keith Reibling</i></td> <td style="text-align: center;">1999   12   01</td> </tr> </tbody> </table>					Name(s)	Signature(s)	Date of Signature			Y      M      D	THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM			by its Clerk-Administrator Keith Reibling	<i>Keith Reibling</i>	1999   12   01						
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by its Clerk-Administrator Keith Reibling	<i>Keith Reibling</i>	1999   12   01																				
<p>(11) Address for Service      47 Wilmot Street South, Drumbo, Ontario. N0J 1G0</p>																						
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Name(s)	Signature(s)	Date of Signature																				
		Y      M      D																				
<p>(13) Address for Service</p>																						
<p>(14) Municipal Address of Property 66 Main Street South, Princeton, Ontario. N0J 1V0</p>		<p>(15) Document Prepared by: Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0</p>		<p style="text-align: center;">Fees and Tax</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%;"></td> </tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: center;">50.-</td> </tr> </table>	Registration Fee								Total	50.-								
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Total	50.-																					

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1288-99

Being a By-law to provide for the sale of a portion of Mary Street, according to Registered Plan 99, in Princeton to Larry and L. Diane Meade.

**WHEREAS** the Councils of every municipality are authorized by Section 315 of the Municipal Act, R.S.O. 1990, Chapter M.45, and amendments thereto, to pass by-laws for authorizing the sale of a closed highway to abutting owners.

**AND WHEREAS** Mary Street according to Registered Plan No. 99 was stopped up and closed by By-law Number 1241-98, registered as Instrument Number 428182 on December 2<sup>nd</sup>, 1998, in the Land Registry Office (No. 41) for Oxford.

**AND WHEREAS** the owners of the west half of Mary Street (Plue) indicated their desire to purchase the east half, or the remainder of Mary Street.

**AND WHEREAS** the Municipal Act defines an abutting owner as being an owner of land contiguous to the side of a road or highway and not of land contiguous to a terminus of such road or highway therefore the Plue property does not have first right of refusal for purchasing the said road allowance.

**AND WHEREAS** the said lands were offered to the abutting property owners, namely Mr. Peter Van Wees to the south and Larry and L. Diane Meade to the north. In letters received on June 24<sup>th</sup>, 1999 and June 25<sup>th</sup>, 1999, respectively, Mr. Van Wees refused to take any portion of the said lands and Mr. and Mrs. Meade agreed to take their half and the remaining south portion of the said road allowance.

**AND WHEREAS** the said lands and premises being composed of a portion of original road allowance known as Mary Street according to Registered Plan No. 99, in Princeton, more particularly described as Parts 1 and 2 of Reference Plan 41R-6535 is not required by the Township of Blandford-Blenheim.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the value of the lands zoned Residential Type 1 (R1) be established at the base minimum price of \$.50 per square foot for the 8,712 square foot (.20 acre) portion of Mary Street, more particularly described as Parts 1 and 2 of Reference Plan 41R-6535.
2. That the lands lying and being in the Township of Blandford-Blenheim, formerly Blenheim, in the County of Oxford, and being composed of a portion of original road allowance known as Mary Street, according to Registered Plan No. 99, more particularly described as follows:

PARTS 1 and 2 of Reference Plan 41R-6535, be sold by the Township of Blandford-Blenheim to Larry and L. Diane Meade for the sum of Four Thousand, Three Hundred and Fifty-Six (\$4,356.00) DOLLARS.

By-law Number 1288-99 Cont'd.


3. That the legal and administrative costs associated with the transfer of lands shall be borne by Larry and L. Diane Meade.
4. The Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim, be and they are hereby authorized to sign or execute such deeds or other documents as may be necessary to effect conveyance to the said lands and premises referred to in Section 2.

By-law **READ** a **FIRST** and **SECOND** time this 1<sup>st</sup> day of December, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 1<sup>st</sup> day of December, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1289-99

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and Peter and Donna Scott.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding Applications Number B-92/98; B-93/98 and B-94/98 has granted three (3) severances subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lots.

**AND WHEREAS** Township Council deems it desirable to enter into an Agreement with the developer to effect proper development of Three (3) residential lots, being composed of Part of Lots 4, 7, 8 and 12, Block G; Part of Lots 1 and 5, Block J; Part of Burgess Street according to Registered Plan 104, (former Blenheim), more particularly described as Parts 2, 3 and 4 on Reference Plan 41R-6542.

**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated November 30<sup>th</sup>, 1999, for developing lands, being composed of Part of Lots 4, 7, 8 and 12, Block G; Part of Lots 1 and 5, Block J; Part of Burgess Street according to Registered Plan 104, (former Blenheim), more particularly described as Parts 2, 3 and 4 on Reference Plan 41R-6542, between Peter and Donna Scott and the Corporation of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 1<sup>st</sup> day of December, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 1st day of December, 1999.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

<p style="text-align: center; font-size: 1.2em;">500891</p> <p><b>Number.....</b></p> <p><b>CERTIFICATE OF REGISTRATION</b></p> <p style="text-align: center;">REGISTERED</p> <p style="text-align: center; font-size: 1.1em;">2007-12-10</p> <p>at 13:10 Land Registry Office No. 41</p> <p style="text-align: right;"><i>Myx</i> Land Registrar</p> <p>New Property Identifiers</p> <p>Executions</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 1 pages</p>
	<p>(3) Property Identifier(s) Block Property</p> <p style="text-align: center;">00281 0144(R)</p>	
	<p>(4) Nature of Document</p> <p style="text-align: center; font-size: 1.1em;">RELEASE OF CONSENT AGREEMENT</p>	
	<p>(5) Consideration</p> <p style="text-align: center;">n/a</p> <p style="text-align: right;">Dollars \$</p>	
	<p>(6) Description</p> <p style="text-align: center;">In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lots 4 and 7, Block G, Plan 104 (Blenheim), described as PART 2 on Reference Plan 41R-6542.</p>	
<p>Additional: See Schedule <input type="checkbox"/></p>	<p>(7) This Document Contains:</p> <p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>	

(8) This Document provides as follows:

Release of Consent Agreement contained in Instrument No. 436462 registered on the 3<sup>rd</sup> day of December, 1999, being a consent Agreement between Peter and Donna Scott and the Township, has been fully complied with.

The restrictions are no longer required for this property and this release is final in nature and does not require any subsequent confirmation.

Continued on Schedule ☐

(9) This Document relates to instrument number(s) **Instrument Number 436462**

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
<b>THE CORPORATION OF THE</b>	<i>Kenn R. Howling</i>	2007 12 05
<b>TOWNSHIP OF BLANDFORD-BLENHEIM</b>	<i>Keith Reibling</i>	2007 12 05
	Kenn R. Howling, Mayor	
	Keith Reibling, Clerk-Administrator	

(11) Address for Service **47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0**

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p>68 Centre Street Drumbo Ontario. N0J 1G0</p>	<p>(15) Document Prepared by:</p> <p>Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0</p>	<p style="text-align: center;">Fees and Tax</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%; text-align: center;">60</td> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: center;">60</td> </tr> </table>	Registration Fee	60							Total	60
Registration Fee	60											
Total	60											

<p style="text-align: center; font-size: 1.2em; font-weight: bold;">469192</p> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 1.1em;">2003-09-24</p> <p>at 16:53 Land Registry Office No. 41 <i>[Signature]</i> Land Registrar</p> <p>New Property Identifiers</p> <p>Executions</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 1 pages</p>		
	<p>(3) Property Identifier(s) Block 00281 Property 0145 00281 0146</p> <p style="text-align: right; font-size: 0.8em;">Additional: See Schedule <input type="checkbox"/></p>			
	<p>(4) Nature of Document PARTIAL RELEASE OF SITE-PLAN DEVELOPMENT AGREEMENT</p>			
	<p>(5) Consideration</p> <p style="text-align: center;">n/a</p> <p style="text-align: right; font-size: 0.8em;">Dollars \$</p>			
	<p>(6) Description</p> <p>In the former Township of Blenheim, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Lots 1 and 5, Block J, and Part of Lots 8 and 12, Block G, Plan 104 (Blenheim), more particularly described as PARTS 3 and 4 on Reference Plan 41R-6542.</p>			
<p>Additional: See Schedule <input type="checkbox"/></p>	<p>(7) This Document Contains:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;"> <p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> </td> <td style="width: 33%; border: none;"> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p> </td> </tr> </table>		<p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p>	<p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>
<p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p>	<p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>			

(8) This Document provides as follows:

Partial Release of Site-Plan Development Agreement Registered on the 3rd day of December, 1999, as Instrument #436462, between Peter and Donna Scott and the Corporation of the Township of Blandford-Blenheim.

The terms of this agreement have been complied with in regards to Part of Lots 1 and 5, Block J, Plan 104 (Blenheim), described as PART 3 on Reference Plan 41R-6542 (P.I.N. 00281 0145), and Part of Lots 8 and 12, Block G, Plan 104 (Blenheim), described as PART 4 on Reference Plan 41R-6542 (P.I.N. 00281 0146), and this release is final in nature and does not require any subsequent confirmation.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

Deed Number 455688 and 455077 and Agreement Number 436462

(10) Party(ies) (Set out Status or Interest)

Name(s)

THE CORPORATION OF THE

TOWNSHIP OF BLANDFORD-BLENHEIM

Signature(s)

*[Signature]*  
Donald S. Woolcott, Mayor

Date of Signature

Y. M. D.  
2003 09 17

*[Signature]*  
Keith Reibling,  
Clerk-Administrator

2003 09 17

(11) Address

for Service

47 Wilmot Street South, Drumbo, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y. M. D.

(13) Address

for Service

(14) Municipal Address of Property

67 Wilmot Street South  
72 Centre Street,  
Drumbo, Ontario.  
N0J 1G0

(15) Document Prepared by:

Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario.  
N0J 1G0

Fees and Tax

Registration Fee

60.-

Total

60.-



<div style="text-align: center; font-size: 1.2em; font-weight: bold;">436462</div> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 1.1em;">1999 -12- 03</p> <p>at <u>9.14</u> <i>MLB</i> Land Registry Office No.41      Land Registrar</p> <p>New Property Identifiers <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p> <p>Executions <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>		(2) Page 1 of 14 pages																				
	(3) Property Identifier(s)      Block      Property		Additional: See Schedule <input type="checkbox"/>																				
	(4) Nature of Document Consent Agreement Registered pursuant to Sections 51(6) and 53(2) of the Planning Act, R.S.O. 1990.																						
	(5) Consideration  -----nil-----      Dollars \$																						
	(6) Description In the former Township of Blenheim, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Part of Lots 4, 7, 8 and 12, Block G, and Part of Lots 1 and 5, Block J, and Part of Burgess Street, Plan 104, (former Blenheim), described as PARTS 2, 3 and 4 on Reference Plan 41R-6542.																						
(7) This Document Contains: <input type="checkbox"/>		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>		(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>																			
(8) This Document provides as follows:  See Attached Consent Agreement.  <div style="text-align: right;">Continued on Schedule <input type="checkbox"/></div>																							
(9) This Document relates to instrument number(s)																							
(10) Party(ies) (Set out Status or Interest) <table style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 50%;">Name(s)</th><th style="width: 30%;">Signature(s)</th><th style="width: 20%;">Date of Signature</th></tr><tr><th></th><th></th><th>Y      M      D</th></tr></thead><tbody><tr><td>THE CORPORATION OF THE TOWNSHIP</td><td></td><td></td></tr><tr><td>OF BLANDFORD-BLENHEIM (the "Township")</td><td></td><td></td></tr><tr><td>by its Clerk-Administrator Keith Reibling</td><td><i>Keith Reibling</i></td><td>1999 . 12 . 01</td></tr></tbody></table>						Name(s)	Signature(s)	Date of Signature			Y      M      D	THE CORPORATION OF THE TOWNSHIP			OF BLANDFORD-BLENHEIM (the "Township")			by its Clerk-Administrator Keith Reibling	<i>Keith Reibling</i>	1999 . 12 . 01			
Name(s)	Signature(s)	Date of Signature																					
		Y      M      D																					
THE CORPORATION OF THE TOWNSHIP																							
OF BLANDFORD-BLENHEIM (the "Township")																							
by its Clerk-Administrator Keith Reibling	<i>Keith Reibling</i>	1999 . 12 . 01																					
(11) Address for Service      47 Wilmot Street South, Drumbo, Ontario.      N0J 1G0																							
(12) Party(ies) (Set out Status or Interest) <table style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 50%;">Name(s)</th><th style="width: 30%;">Signature(s)</th><th style="width: 20%;">Date of Signature</th></tr><tr><th></th><th></th><th>Y      M      D</th></tr></thead><tbody><tr><td>PETER AND DONNA SCOTT</td><td></td><td></td></tr><tr><td> </td><td></td><td></td></tr><tr><td> </td><td></td><td></td></tr><tr><td> </td><td></td><td></td></tr></tbody></table>						Name(s)	Signature(s)	Date of Signature			Y      M      D	PETER AND DONNA SCOTT											
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		Y      M      D																					
PETER AND DONNA SCOTT																							
(13) Address for Service      67 Wilmot Street South, Drumbo, Ontario.      N0J 1G0																							
(14) Municipal Address of Property		PART		(15) Document Prepared by:																			
68 Centre Street		2		Keith Reibling,																			
72 Centre Street		3		Clerk-Administrator,																			
67 Wilmot Street S.		4		Township of Blandford-																			
Drumbo, Ontario.				Blenheim,																			
N0J 1G0				47 Wilmot Street South,																			
				Drumbo, Ontario.																			
				N0J 1G0																			
FOR OFFICE USE ONLY		Fees and Tax																					
		Registration Fee																					
		Total		50 -																			

**CONSENT AGREEMENT****SCOTT SEVERANCES**

**PART OF LOTS 4, 7, 8 & 12, BLOCK G; PART OF LOTS 1 AND 5, BLOCK J; PART  
OF BURGESS STREET; PLAN 104**

**TOWNSHIP OF BLANDFORD-BLENHEIM  
(FORMERLY TOWNSHIP OF BLENHEIM)**

THIS AGREEMENT made on the 30th day of November, 1999

BETWEEN:

**PETER AND DONNA SCOTT**

Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM**

Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of a consent to sever with respect to the said lands that will create three new building lots along the east side of Centre Street and west side of Wilmot Street between Maitland and Pinkham Streets in the Village of Drumbo, hereinafter called the new building lots;

AND WHEREAS the County of Oxford Land Division Committee (Application Numbers B-92/98, 93/98 and 94/98) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated December 3, 1998, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

1. GENERAL

1.1 Deposit

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) per new building lot in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) per new building lot is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

**1.2 All work to conform to approved plan**

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan hereto attached, required by, and in accordance with the sections of, this agreement. All approved plans are to be initialed by the Township Engineer.

**1.3 Construction Within Township or County Right-of-Way**

Work done within the road right-of-way by either the owner or lot purchaser shall be done to the Township's or County's satisfaction.

**1.4 Owner to notify lot purchaser of his obligations**

The Owner agrees to notify each lot purchaser of his obligations of construction re the new building lots in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the lot purchaser is required to comply with all applicable sections of this agreement.

**1.5 Owner to employ Engineer for design**

The Owner or Lot Purchaser shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for each lot showing the grading and drainage, the driveway and boulevard work. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

**1.6 Other Work**

If at any time during the construction for the new building lots it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

**1.7 Liability**

Until the Council of the Township shall have accepted all the work with respect to the new building lots, as evidenced by the Engineer's Certificate of Lot Grading of Section 17, the Owner and/or the Lot Purchaser of the new lots agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchaser undertaking this development, or from any part or omission by the Owner or Lot Purchaser, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

**1.8 Intent**

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

**2. DRAINAGE ACT MATTERS****2.1 Drumbo Drainage Works 1993**

- a) In accordance with Page 34 of the Drainage Report, since a connection to the drain from the lot to be serviced herein was provided, the Owner shall be assessed a lump sum special benefit assessment of \$500 for each new building lot. This amount shall be applied against the costs of construction of the service as being borne by the County of Oxford and/or Township.

- b) Also and pursuant to Page 35 of the Drainage Report, the owner shall pay the lump sum of \$2,000 for each new building lot prior to issuance of the building permit. As per Section 66(3) of the Act, this sum is to be placed in a special fund to be used by the Township for future maintenance of the drain.
- c) With respect to future maintenance provisions, the Owner is to be assessed an equal portion for maintenance similar to adjacent lots as outlined on Page 35 of the Drainage Report.

## 2.2 Advising Lot Purchasers of Obligations Relating to the Drainage Act

The Owner agrees to notify the lot purchasers of its obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act. The Owner and lot purchasers acknowledge that if drainage problems should result a future drain may be required and that assessments of cost may be made to them if the drain proceeds.

## 3. OTHER DRAINAGE MATTERS

### 3.1 Grading of Lot (To Provide Proper Drainage)

The Owner agrees to grade the new building lots as shown on the approved plan, and/or to notify the lot purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lots as per the approved plan.

### 3.2 Private Drain Connection

The Owner agrees to notify the lot purchaser of its obligation to construct any private drain connection, back water valve, and sump pump as outlined in Schedule 'C' hereto.

## 4. DRIVEWAY

### 4.1 General

The Owner agrees to notify the lot purchaser of his obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall initially consist of granular and shall ultimately be finished using a hard surfacing material, either asphalt, concrete or paving blocks.

### 4.2 Permits

The Owner shall advise each lot purchaser that it is his responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

### 4.3 Specifications

The driveway shall be constructed in accordance with the requirements of Schedule C.

## 5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES

### 5.1 General

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lots. Connections from the main lines of the services into the lots will be the responsibility of the lot purchasers.

## 6. STREET LIGHTING

### 6.1 Paying into Reserve Account

The Owner agrees to pay the sum of \$100.00 per new building lot to the Township which sum shall be deposited in the Township's Reserve Account for Street Lighting. This sum shall be payable prior to the stamping of the deeds.

**7. SIDEWALKS****7.1 Paying into Sidewalk Reserve Account**

The Owner agrees to pay the sum of \$500 per new building lot to the Township, which sum is to be deposited into the Township's Reserve Account for Sidewalk Extensions, Improvements and Maintenance. This sum shall be payable prior to stamping of the deeds.

**8. PARKLAND FEES**

The Owner agrees to pay a sum of Seven Hundred Dollars (\$700) per new building lot as a deposit for cash in lieu of parklands which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deeds.

**9. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS**

The Township may hold the Owner or lot purchasers liable for any damages to the existing roads that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any curb, any utility, any sign and any other works in the boulevards.

**10. BOULEVARDS**

Upon completion of all work on the lots and in the road allowances, to a degree as required by the Township, the affected boulevard areas shall be regraded, topsoiled and sodded.

**11. WATER SUPPLY****a) Connection Charges**

The Owner is currently identified in County of Oxford, Bylaw No. 3619-97, Schedule B as property codes 250-16700-01, 02, 03 and is therefore paying the appropriate water service charges for vacant serviced lots.

**b) Inspection of Work Beyond the Road**

Prior to backfilling any house connection to a water line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

**c) User Fees**

The Owner shall notify the Lot Purchasers that they will be responsible to pay the current bi-monthly water system fees under Schedule B of Oxford County Bylaw 3619-97. These fees will be transferred to Schedule A when a system connection is made. The Owner shall also notify the Lot Purchasers that the current fees under Schedules A and B are under review and subject to change.

**d) Development Charges**

In accordance with the Schedule of Drumbo Water and Sanitary Sewer Area Specific Development Charges", Bylaw 3913-99, the Owner shall pay to the County of Oxford the sum of \$1,147 per new building lot by December 31, 2001 or at building permit issuance.

**12. SEWAGE DISPOSAL****a) Connection Charges**

The Owner is currently identified in County of Oxford, Bylaw No. 3619-97, Schedule B as property code 250-16700-01, 02, 03 and is therefore paying the appropriate sanitary sewer service charges for vacant serviced lots.

- b) Inspection of Work Beyond the Road  
Prior to backfilling any house connection to a sewage line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.
- c) User Fees  
The Owner shall notify the Lot Purchaser that they will be responsible to pay the current bi-monthly sewage system fees under Schedule B of Oxford County Bylaw 3619-97. These fees will be transferred to Schedule A when a system connection is made. The Owner shall also notify the Lot Purchaser that the current fees under Schedules A and B are under review and subject to change.
- d) Development Charges  
In accordance with the Schedule of Drumbo Water and Sanitary Sewer Area Specific Development Charges", Bylaw 3913-99, the Owner shall pay to the County of Oxford the sum of \$3,203 per new building lot by December 31, 2001 or at building permit issuance.

### 13. CONSTRUCTION ON THE LOT

- 13.1 Work to be in Accordance with Approved Plan  
All work on any new building lot created must be in accordance with the approved plan as defined in Section 1.2.
- 13.2 Lot Purchaser's Obligation to Prepare Site Plan  
The Owner agrees to prepare or to advise the lot purchaser of its obligation to prepare a site specific plan showing how the approved plan will be implemented on the lot. The site specific plan shall provide that the dwelling and driveways shall generally be in the same locations as shown on the approved plan. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The lot purchaser is responsible for implementing the site specific plan once approved.
- 13.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits  
The revised plan required by Section 13.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.
- 13.4 Deposits, Certificate of Lot Grading  
These matters shall be attended to in accordance with Section 17 hereto.
- 13.5 Timing  
Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.
- 13.6 Changes  
All work on the lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.
- 13.7 Ultimate Responsibility  
All security monies provided by the Owner or the lot purchaser pursuant to Sections 1.1 and 17.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lot. The Owner shall notify the lot purchasers that the Township will have the right to enter onto the lots and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lots, these securities will be released to the current owners of the building lots.

14. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES14.1 Review of Plans, Assistance in Finalizing the Consent Agreement

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicings to finalize this Consent Agreement and to participate in, review and/or approve any construction.

14.2 Inspection of Construction by Township Engineer

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchaser forthwith upon demand by the Township.

14.3 Township Legal and Engineer's Costs

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any lot purchaser under Section 17 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

14.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser

These services of the Township Engineer will be separate from the above and are covered in Section 17 hereto.

15. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED

Prior to the Township's stamping of the deed for the new building lot created, the Owner shall if applicable:

1. Have paid the sum for the drain connection as required by Section 2.1(a).
2. Have paid the sum for street lighting as required by Section 6.
3. Have paid the sum for sidewalks as required by Section 7.
4. Have paid the sum for parkland fees as required by Section 8.
5. Have paid all outstanding accounts of the Township, including those required by Section 14.3.
6. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 19.
7. Have executed this agreement with the Township.

16. BUILDING PERMITS16.1 Building Permit Format

Prior to applying for a building permit, the revised plan as required by Section 13.2 must be approved. A building permit format shall be used whereby the Owner shall not receive permission to frame until the foundation has been certified. The Owner shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

**16.2     Development Charges**

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

**16.3     Other Matters to be Attended to Prior to Issuance of a Building Permit**

- a) Provide security deposit for lot grading and driveway construction.
- b) Pay to the Township the sum required by Section 2(b) as per the Drumbo Drainage Report.
- c) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
- d) Obtain the entrance permit from the applicable authority.
- e) Pay to the County the sum required by Section 11(d) and Section 12(d) if not already attended to

**16.4     Special Conditions**

Prior to the issuance of building permits for Lots Part 2 and Part 3, the owner of Lot Part 1 shall have removed the existing culvert and installed the catchbasin and outlet pipe as shown on the approved plan.

If Lot Part 3 is developed prior to Lot Part 2, the owner of Lot Part 2 shall install the catchbasin and outlet pipe as shown on the approved plan prior to the issuance of the building permit for Lot Part 3.

**17.     SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS****17.1     Amount of Security**

To ensure that the Owner, lot purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500, cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with site plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the Roads are attended to and if all other matters required by this agreement are attended to.

**17.2     Owner of Security**

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

**17.3     Security to be Drawn on if Default**

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

**17.4     Township Engineer's Costs**

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be \$250.00 per building lot. Multiple trips or revisions to the plan may increase these fees.

**17.5     Release of Security**

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.



**17.6 Completion of Lot Grading**

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon the lot and complete the lot grading at the expense of the security deposit.

**17.7 Definition**

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

**18. DEFAULT**

In addition to any other remedy which the Township may have against the Owner or Lot Purchasers, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of Section 326 of the Municipal Act, RSO 1990, as amended.

**19. REGISTRATION OF THIS AGREEMENT**

19.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.

19.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

**20. EASEMENTS, BLOCKS**

None are required.

**21. MISCELLANEOUS****21.1 Agreement to Enure**

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, the lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the lot and with respect to finishing of the driveways and boulevards.

21.2 Variations

All work is to be in accordance with the approved plans and in accordance with the site plans to be prepared for the lot subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

22. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

OWNER

Keith Reibling

Peter Scott  
Peter Scott

Donna Scott  
Donna Scott

THE CORPORATION OF THE TOWNSHIP  
OF BLANDFORD-BLENHEIM

(SEAL)

Donald S. Woolcott  
Mayor, Donald S. Woolcott

Keith Reibling  
Clerk, Keith Reibling

SCHEDULE "A"

Agreement Dated the 30th day of November, 1999.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of Part of Lots 4, 7, 8 and 12, Block G; Part of Lots 1 and 5, Block J and Part of Burgess Street according to Reg Plan 104, and more particularly described as Parts 2, 3 and 4 on Reference Plan 41R-6542.

SCHEDULE "B"

CONSENT CONDITIONS

*In the case of an Application for Consent as made under Section 53 of the Planning Act, RSO 1990, as amended, as it affects the property located on the:*

*East side of Centre Street and west side of Wilmot Street South between Pinkham Street and Maitland Street in the Village of Drumbo,*

*Part Lot 13, Concession 6; Lots 1, 3, 4, 5, 7, 8 and 12, Registered Plan 104, Township of Blandford-Blenheim, formerly Township of Blenheim.*

CONDITIONS:

1. *The applicant enter into a Severance Agreement with the Township of Blandford-Blenheim for the development of the severed lot, to include stormwater management, lot grading, sidewalks, street lighting and drainage assessment re-apportionment.*
2. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services and otherwise, have been complied with.*
3. *All stated conditions must be satisfied pursuant to Subsection 20, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for certification pursuant to Subsection 22, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall lapse.*

*Dated this 3rd day of December, 1998*

SCHEDULE "C"

**C.1 DRAINAGE**

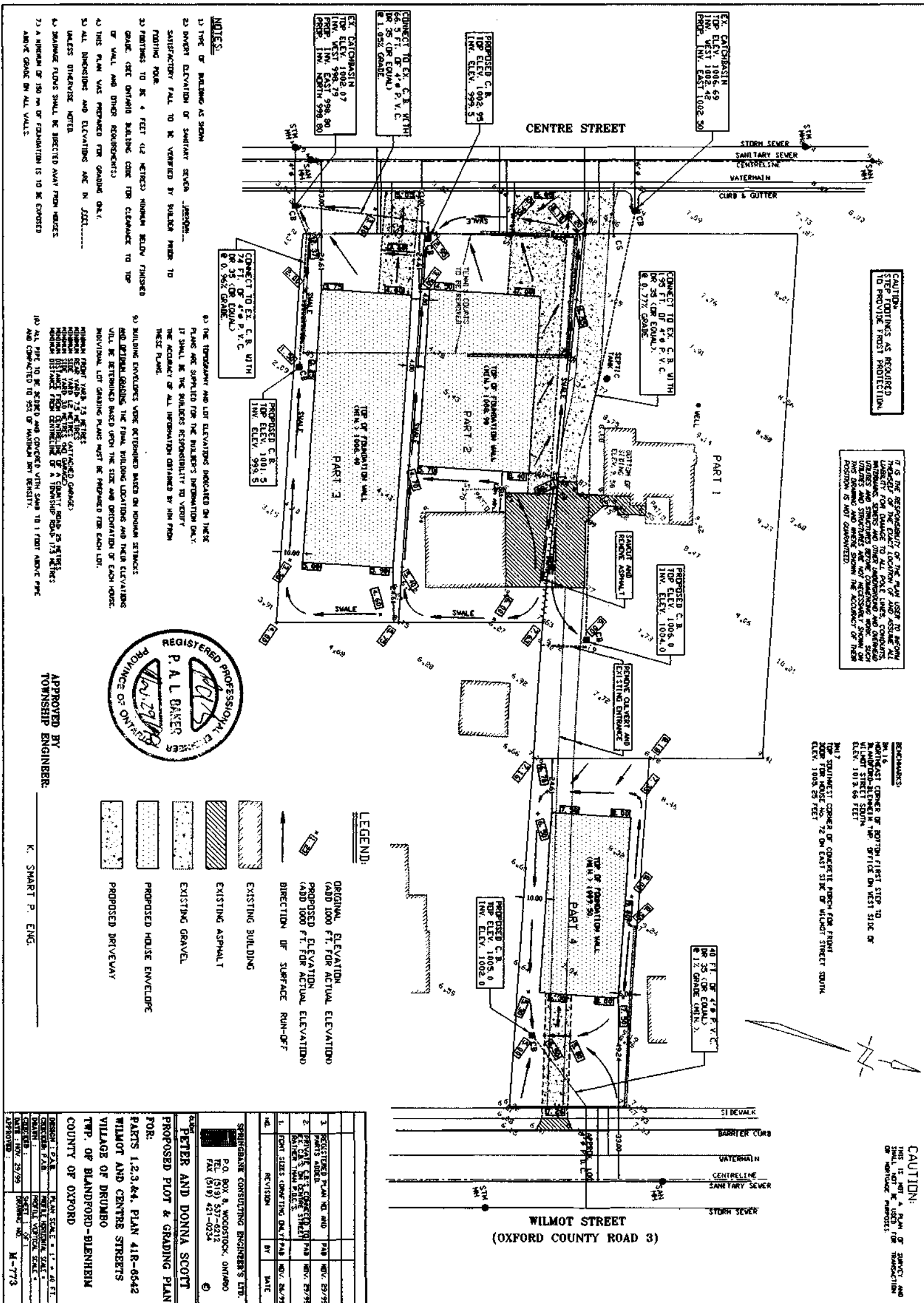
- a) **Roof Drainage**  
Roof drainage shall discharge onto the surface.
- b) **Lot Drainage**  
-to be in accordance with the approved plan
- c) **Foundation Drainage**  
-one of following alternatives is acceptable
  - i) sump pump discharged to surface
  - ii) sump pump pumped over foundation wall and discharged by gravity to private drain connection on private catchbasin
  - iii) weeping tiles connected by gravity to private drain connection or private catchbasin

**C.2 DRIVEWAY**

- a) **Dimensions**  
The minimum width shall be 3.5m and the maximum width shall be 6.0m.
- b) **Materials**  
250mm minimum of Granular A  
50mm minimum of HL3 asphalt or driveway paving stones, or 150mm of reinforced concrete.

**C.3 BOULEVARD CONSTRUCTION**

Boulevard to be topsoiled and sodded.



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1290-99

Being a by-law to establish the Due Date for the 1999 Final tax levy on Commercial, Industrial, Large Industrial and/or Multi-Residential tax classes.

**WHEREAS**, the Council of the Township of Blandford-Blenheim enacted By-Law No. 1275-99, on July 7, 1999 which adopted the 1999 estimates for the purposes of the municipality and levied the tax rates for all purposes.

**AND WHEREAS**, Section 6 of By-Law No. 1275-99, stated that the 1999 final taxes for commercial, industrial, large industrial and/or multi-residential shall become due and payable after the 1999 - "10-5-5" capping adjustments are available at a date be established by Council.

**AND WHEREAS**, the County of Oxford enacted By-Law No. 3942-99 on November 24, 1999 establishing that notices showing the recalculated 1999 tax liabilities under Section 368.0.2. of the Municipal Act may be issued on or after November 19, 1999.

NOW THEREFORE, the Council of the Township of Blandford-Blenheim enacts as follows:

1. That final taxes for properties with commercial, industrial, large industrial and/or multi-residential tax classes shall become due and payable in whole (one payment) on or before **December 30, 1999**.
2. That a penalty of 1 ¼% be added to the amount due on December 30, 1999, if these amounts are unpaid after such date, and 1 ¼% per month on the first day of each calendar month thereafter, in accordance with the by-laws governing the same.
3. That the amounts levied shall be paid by the person or persons charged with the payment thereof, to the "Tax Collector" of the Township of Blandford-Blenheim, or to any of the following banks:


"The Canadian Imperial Bank of Commerce" Ayr and Plattsville  
"The Bank of Montreal" Drumbo.

By-law **READ** a **FIRST** and **SECOND** time this 1<sup>st</sup> day of December 1999.

By-Law **READ** a **THIRD** time and **FINALLY PASSED** in open Council this 1<sup>st</sup> of December, 1999.

(Seal)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1291-99

A By-Law to amend Nutrient Management By-Law Number 1264-99.

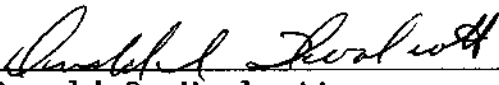
WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1264-99,

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Subsections 4.4.2, and 4.4.3 to By-Law Number 1264-99 are hereby amended by deleting the words "farm operation" and replacing them with the words "farm unit".
2. That Subsection 4.4.3(3) to By-Law Number 1264-99 is hereby amended by deleting the words "the proposed facility" and replacing them with the words "the proposed manure storage facility".
3. That Subsection 6.1 to By-Law Number 1264-99 is hereby amended by deleting the word "constructed" and replacing it with the word "erected".

READ a first and second time this 1st day of December 1999.

READ a third time and finally passed this 1st day of December 1999.

  
Donald S. Woolcott  
Mayor

(SEAL)

  
Keith Reibling  
Clerk



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1292-99

Being a By-law to abandon the Sparks Drain.

**WHEREAS** Section 84 of the Drainage Act, R.S.O. 1990, Chapter D.17, as amended, provides the authority for Council to give notice of their intention to abandon a drainage works.

**AND WHEREAS** the Sparks Drain was originally constructed under a report dated April 24<sup>th</sup>, 1915, prepared by F.J. Ure. This report was adopted by the former Township of Blenheim in By-law Number 612, enacted the June 23<sup>rd</sup> day of June, 1915.

**AND WHEREAS** the firm of R.J. Burnside and Associates Limited were appointed by Council on September 17<sup>th</sup>, 1997, to prepare a report for the repair and improvement of the Sparks Drain, under Sections 76 and 78 of the Drainage Act, R.S.O., as a result of a request of one of the assessed property owners.

**AND WHEREAS** at the September 1<sup>st</sup>, 1999, regular meeting of Council, the following resolution was enacted:

"Whereas Council proceeded with a request for repair and improvement under the authority of Sections 76 and 78 of the Drainage Act for the Sparks Drain watershed. And Whereas during several meetings with the owners a consensus cannot be reached on the desired or extent of the repair required in the watershed. Be it Resolved that Council authorizes the Clerk to initiate the process of notifying all owners of land with benefit assessment (and outlet assessment) on the Sparks Drain, that the municipality intends to abandon the said drainage works in accordance with the provisions of Section 84 (2) of the Drainage Act."

**AND WHEREAS** the Engineer filed a report dated September 22, 1999, indicating that after several meetings with the owners of land in the Sparks Drain watershed the improved drainage works are no longer required pursuant to Section 40 of the Drainage Act.

**AND WHEREAS** no property owner assessed appealed the Engineer's Report under Section 40 or Council's decision to abandon the Sparks Drain.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. The Sparks Drain is hereby abandoned.
2. By-law Number 612 (former Blenheim) is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 15<sup>th</sup> day of December, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 15<sup>th</sup> day of December, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1293-99

Being a By-law to change the number of elected Council members from seven (7) to five (5) and to dissolve the existing two (2) wards in the Township of Blandford-Blenheim.

**WHEREAS** the Better Local Government Act, Statutes of Ontario 1996 Chapter 32, Part II, Sections 3. and 5. repealed and substituted Sections 13 and 29 of the Municipal Act, as amended, concerning wards and the size of Council; and Part III, Section 67 repealed Section 4 (1), (3) and (4) of the County of Oxford Act, as amended, with respect to the composition of area municipal councils;

**AND WHEREAS** Section 13 (4) of the Municipal Act, as amended, provides Council with the authority to pass a by-law to dissolve the existing wards;

**AND WHEREAS** Section 29 (1) of the Municipal Act, as amended, authorizes that the Council of a local municipality shall be composed of a head of Council and at least four (4) other elected members;

**AND WHEREAS** Council gave notice by newspaper advertisement in the Ayr News and Sentinel-Review of its intention to pass a by-law to establish a 5 member Council elected by general vote in accordance with Sections 13 (5) and 29 (7) of the Municipal Act, as amended;

**AND WHEREAS** a Public Meeting was conducted on Tuesday, December 14, 1999;

**AND WHEREAS** the Council of the Corporation of the Township of Blandford-Blenheim deems it advisable and necessary to pass a by-law to dissolve the existing wards and change the number of elected members of the municipal Council.

**NOW THEREFORE** the Municipal Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. The ward system be dissolved and all members of Council shall be elected by general vote.
2. The composition and title for the members of the Council of the Township of Blandford-Blenheim shall be as follows:


POSITION	TITLE
2.1 Head of Council	Mayor
2.2 Four (4) Other Elected Members	Councillor
3. By-law Number 436-81 enacted the 16<sup>th</sup> day of December, 1981, By-law Number 819-89 enacted the 15<sup>th</sup> day of November, 1989, and By-law Number 1140-97 enacted the 19<sup>th</sup> day of March, 1997 are hereby repealed.

By-law Number **1293-99** Cont'd.


4. The provisions of this By-law shall come into full force and effect for the 2000 regular election to be conducted in accordance with the Municipal Elections Act.
5. This by-law shall be referred to as the "Council Composition and Title By-law."

By-law **READ** a **FIRST** and **SECOND** time this 15<sup>th</sup> day of December, 1999.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 15<sup>th</sup> day of December, 1999.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator